

11535.20 & 11535.30

Crack Seal

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

Response By:_____ Date:_____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____

Prepared by: _____

Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.
No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Scaled Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for Crack Sealing in Franklin, Lincoln, Kennebec, Knox, Oxford, Sagadahoc, Somerset and Waldo Counties" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on April 7, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors that can demonstrate previous successful completion of projects of a similar size and scope. All other Bids may be rejected. **MDOT provides the option of electronic bidding. We accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: Maine Federal Aid Project No. 011535.20, PIN 11535.20; 011535.30, PIN 11535.30

Location: In Lincoln, Kennebec, Knox, Sagadahoc, Somerset and Waldo Counties, project 011535.20 is located in 23 various areas, for a total of approximately 84 miles. In Franklin, Somerset and Oxford Counties, project 011535.30 is located in 15 various areas, for a total of approximately 119 miles.

Outline of Work: Crack sealing and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **James Andrews** at (207)624-3401. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Division Office in Dixfield or Fairfield. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

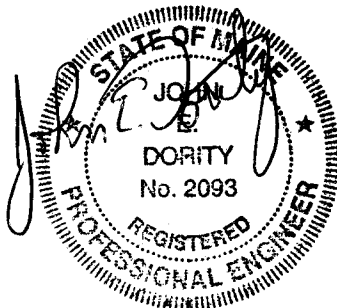
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$12,000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine
March 17, 2004



JOHN E. DORITY
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.state.me.us/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, and to incorporate them into their Bid Package. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package. Failure to acknowledge receipt of all Amendments to the Bid Package will be considered a Non-curable Bid Defect in accordance with Section 102.11.1 of the Standard Specifications, Revision of December 2002.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

Bid Bond Validation Number _____
(Applicable to annual bid bonds or electronic bid bonds.)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 011535.20

PROJECTS

011535.20

011535.30

COUNTY : LINCOLN
KENNEBEC

KNOX
OTHERS

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 1

SCHEDULE OF ITEMS

DATE: 040312

REVISED:

CONTRACT ID: 011535.20

PROJECT(S): 011535.20
011535.30

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS

SECTION 0001 HIGHWAY ITEMS

	424.323 ASPHALT RUBBER					
0010	CRACK SEALER, APPLIED	339360.000				
		LB				
	652.39 WORK ZONE TRAFFIC					
0020	CONTROL	LUMP	LUMP			
	659.10 MOBILIZATION					
0030		LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 011535.20, 011535.30 for the Crack Sealing in the Counties of Franklin, Kennebec, Knox, Lincoln, Oxford, Sagadahoc, Somerset and Waldo, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 18, 2004.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN No. 011535.20, 011535.30 for the Crack Sealing in the Counties of Franklin, Kennebec, Knox, Lincoln, Oxford, Sagadahoc, Somerset and Waldo,** State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 011535.20, 011535.30 for the Crack Sealing in the Counties of Franklin, Kennebec, Knox, Lincoln, Oxford, Sagadahoc, Somerset and Waldo, Maine.** The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 18, 2004.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN No. 011535.20, 011535.30 for the Crack Sealing in the Counties of Franklin, Kennebec, Knox, Lincoln, Oxford, Sagadahoc, Somerset and Waldo,** State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 1705 U.S. Route 202, Winthrop, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and (Name of the firm bidding the job) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of West Eastport, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before November 15, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents

Date

(Witness Sign Here)
Witness

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20....

WITNESSES:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

Print Name Legibly

SURETY:

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

.....

TELEPHONE

General Scope of Work

It is the intent of the Department to use the Quantity Specified in the Schedule of Items for Item 424.323 Asphalt Rubber Crack Sealer, Applied. The contract total for this item is 339,360 pounds with, 141,120 pounds estimated for PIN 11535.20 and 198,240 pounds estimated for PIN 11535.30. If during the progression of this contract it becomes evident that this item is going to overrun or underrun by more than 10% the Department will eliminate or add sections of work as required to achieve this goal.

STATE OF MAINE

DEPARTMENT OF TRANSPORTATION

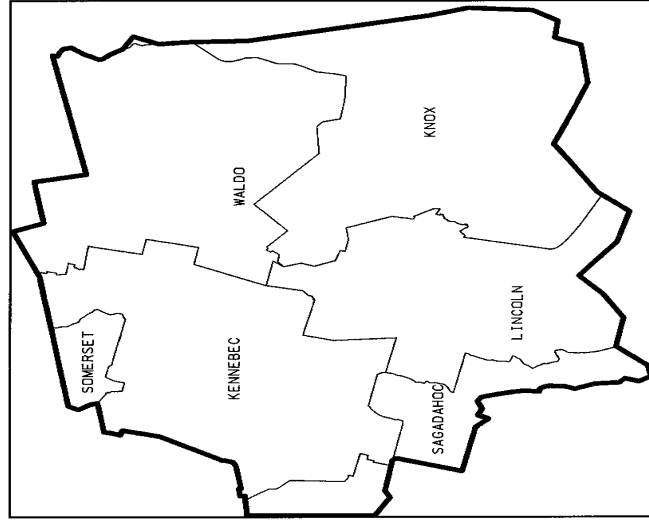


KENNEBEC, LINCOLN, KNOX, SAGADAHOC,
SOMERSET AND WALDO COUNTIES

PIN 11535.20

PROJECT LENGTH: 84.23 mi.

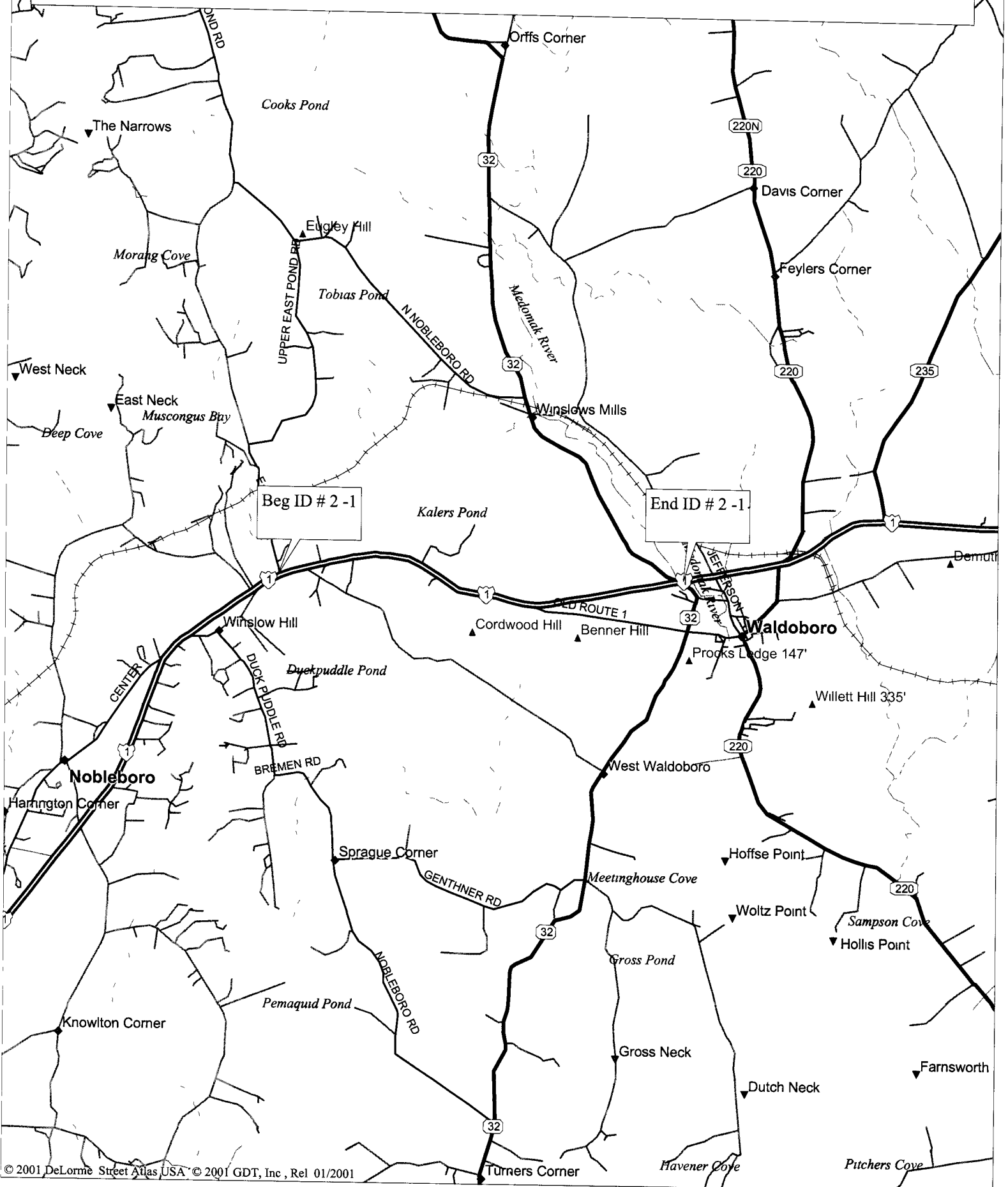
CRACKSEAL



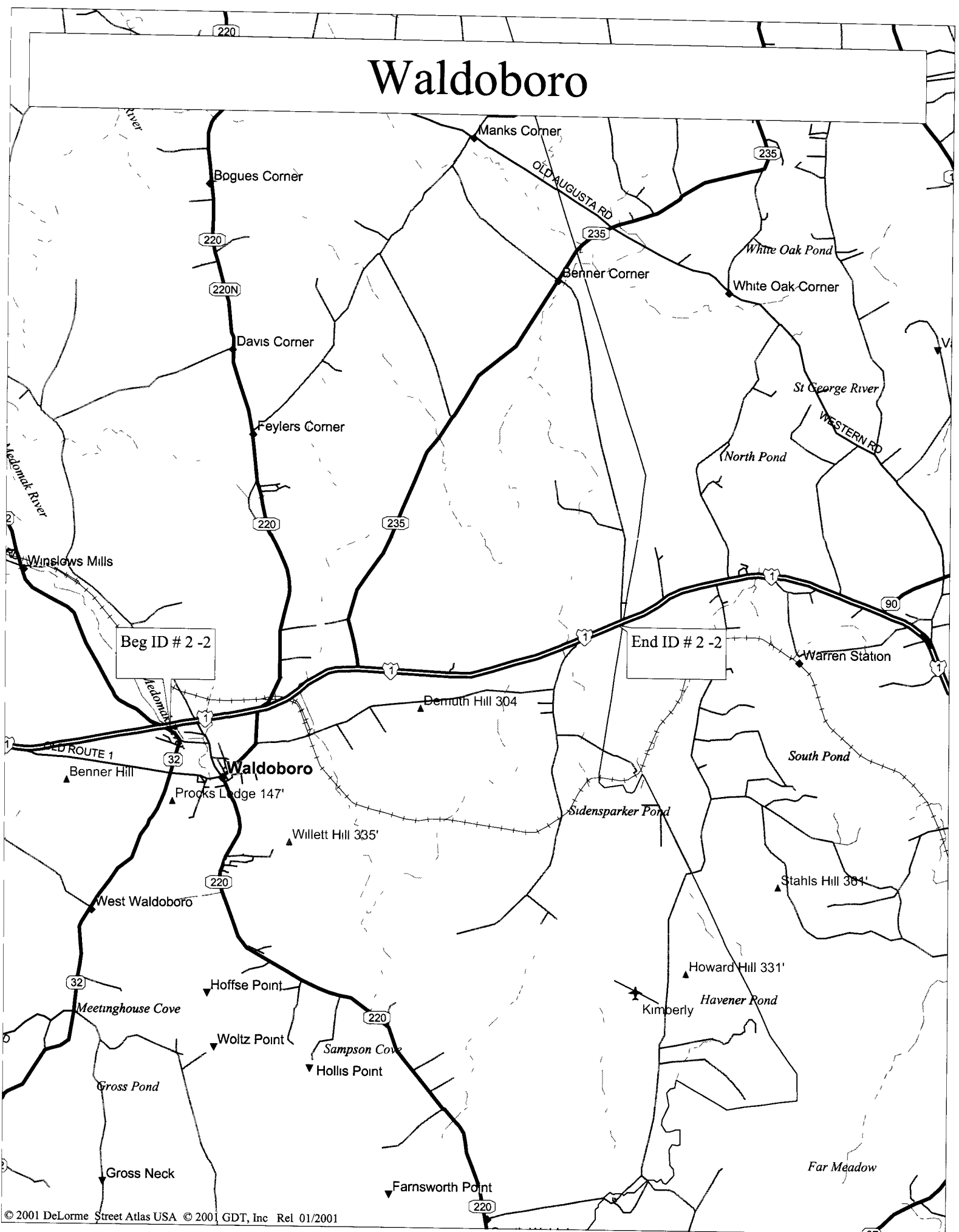
STATE OF MAINE DEPARTMENT OF TRANSPORTATION		APPROVED DATE: 3/9/04 CHIEF ENGINEER: [Signature]		COMMISSIONER DATE: 3/9/04 CHIEF ENGINEER: [Signature]		PROFESSIONAL ENGINEER JOHN RUSSELL #2004 MAINE		PROJECT INFORMATION PROJECT MANAGER: J. DEWIL DESIGNER: A. KNOX CONSULTANT: A. KNOX PROJECT ASSESSMENT PROJECT COMPLETION DATE: 3/8/04		TITLE SHEET KENNEBEC, LINCOLN, KNOX, SAGADAHOC, SOMERSET AND WALDO COUNTIES CRACKSEAL		SHEET NUMBER 1	
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PIN 11535.20

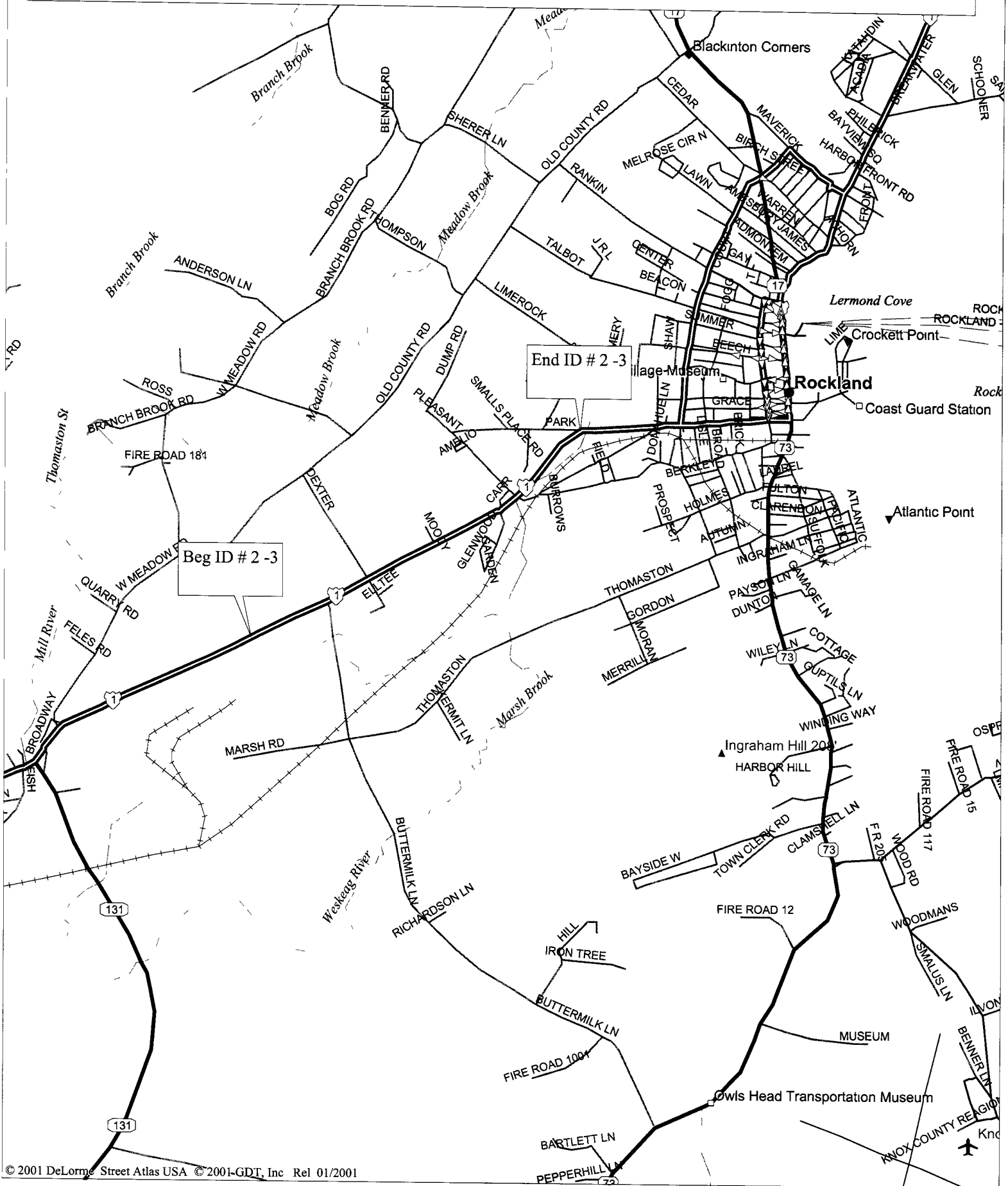
Nobleboro - Waldoboro



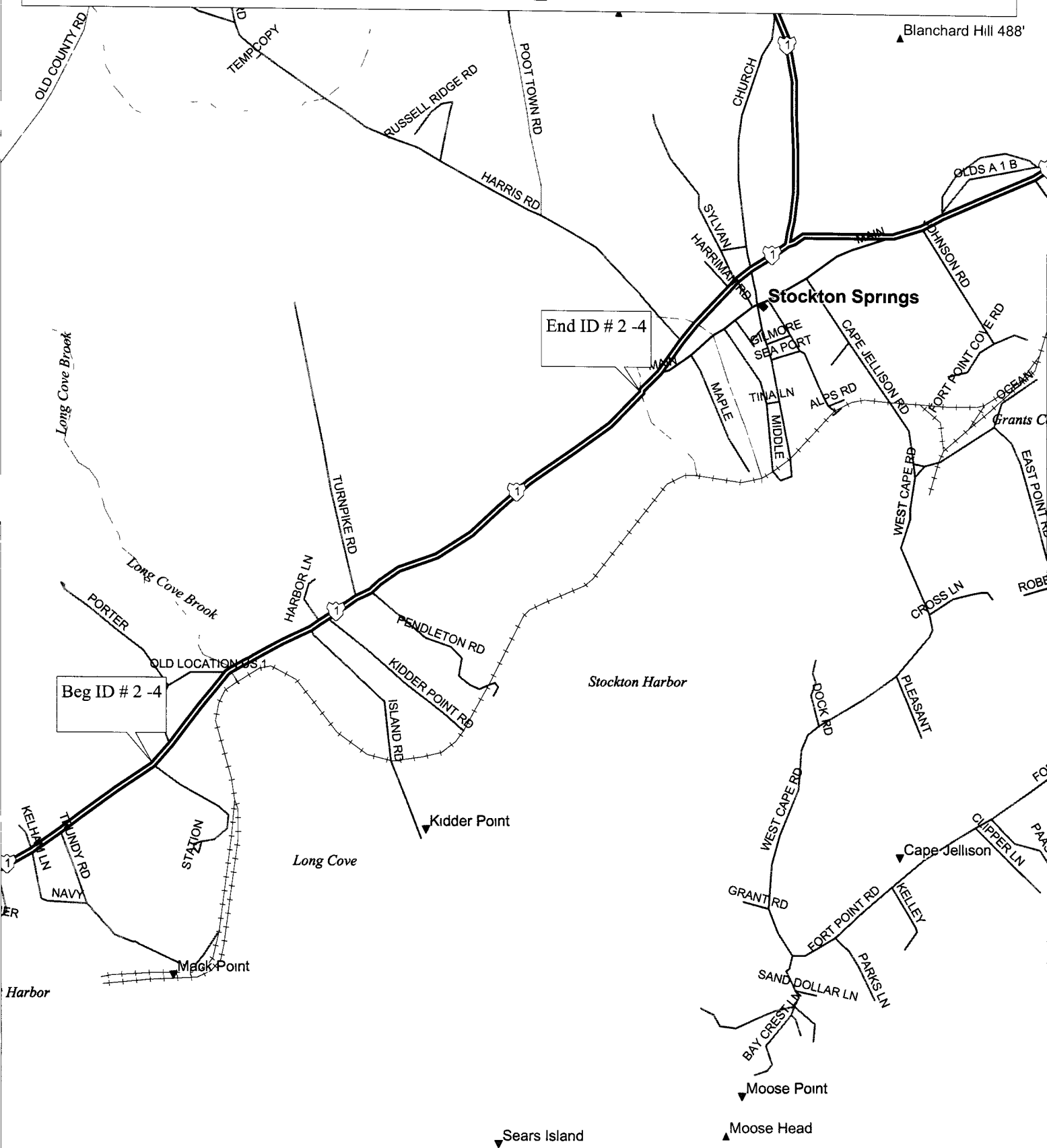
Waldoboro



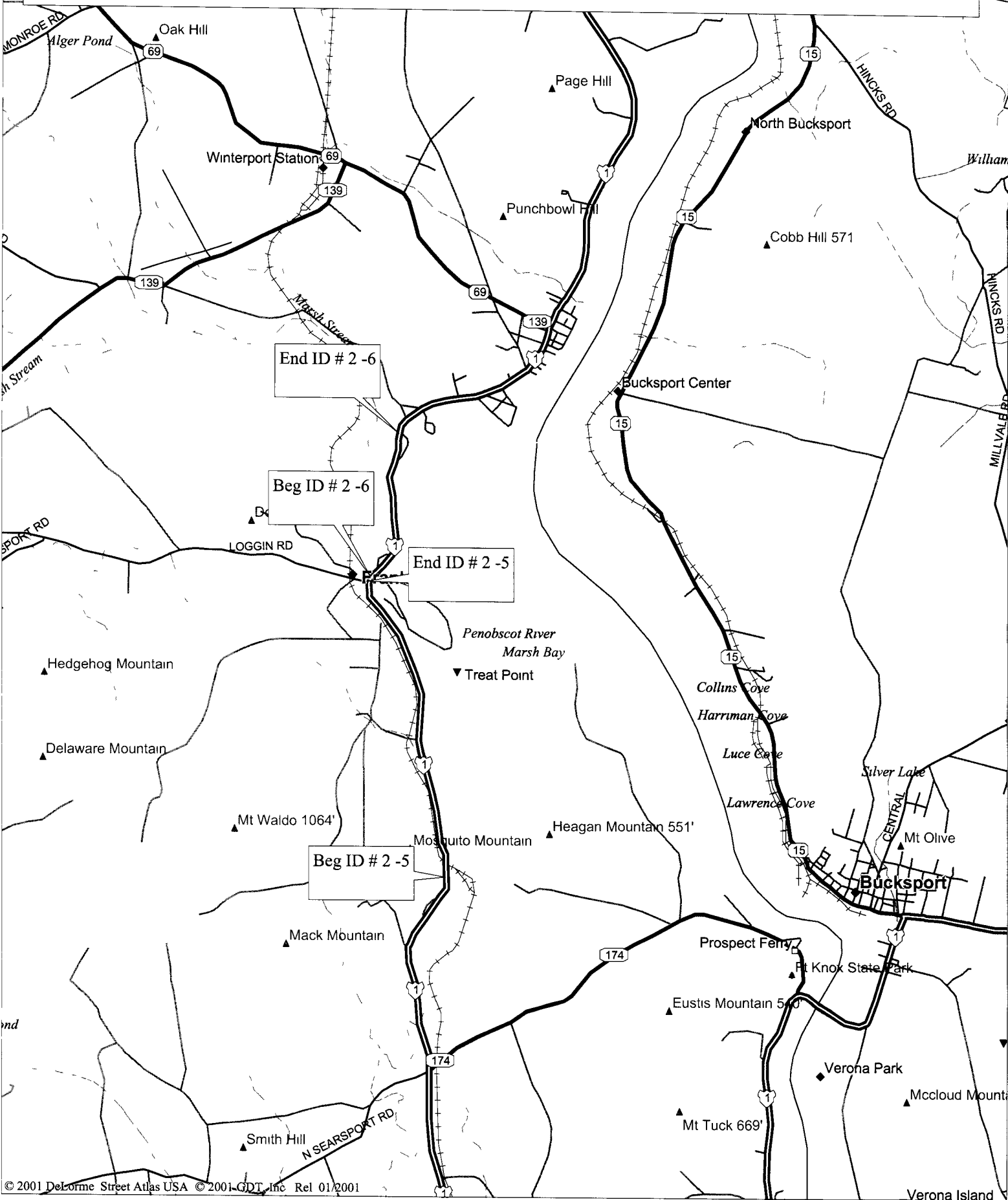
Rockland



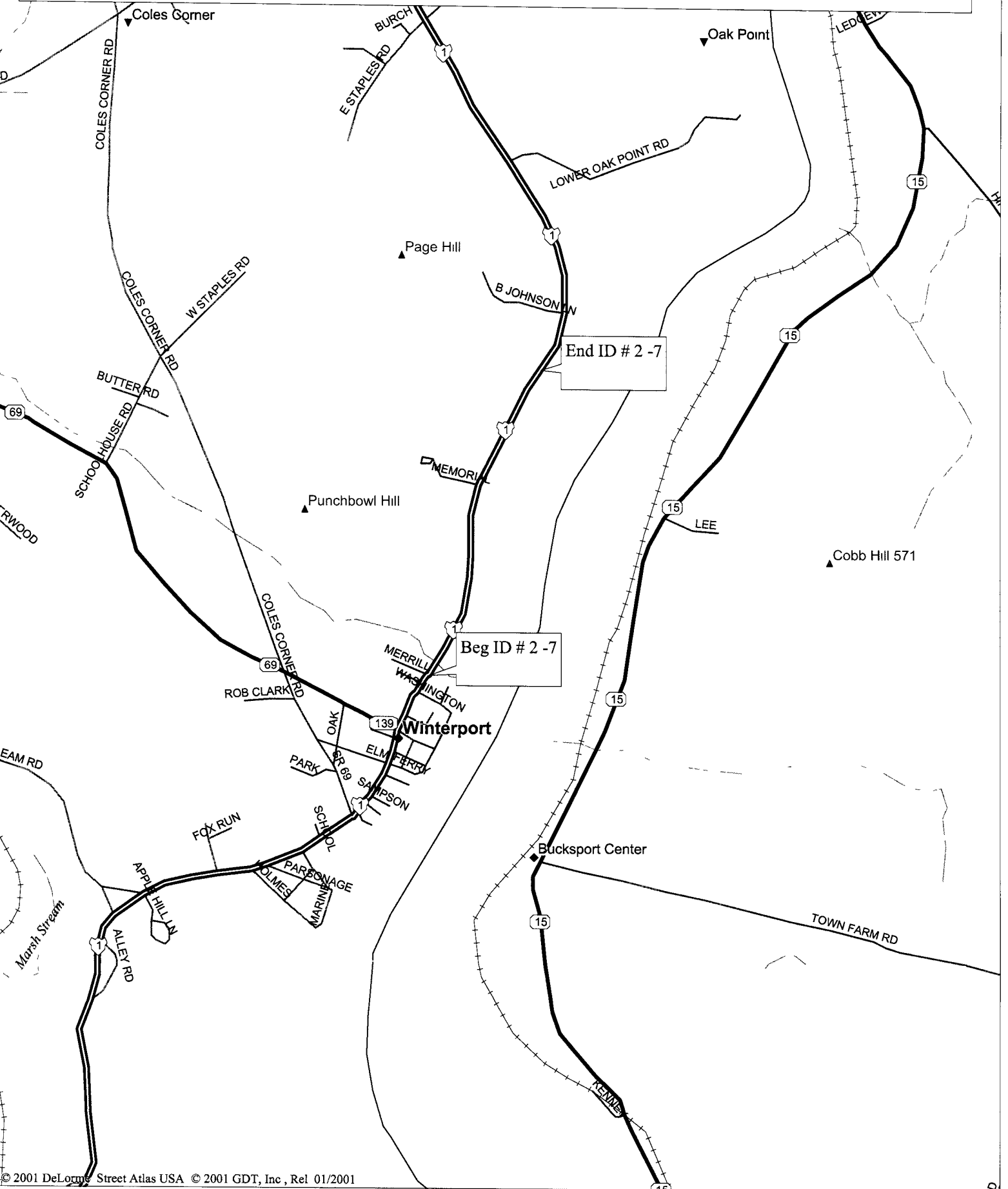
Searsport



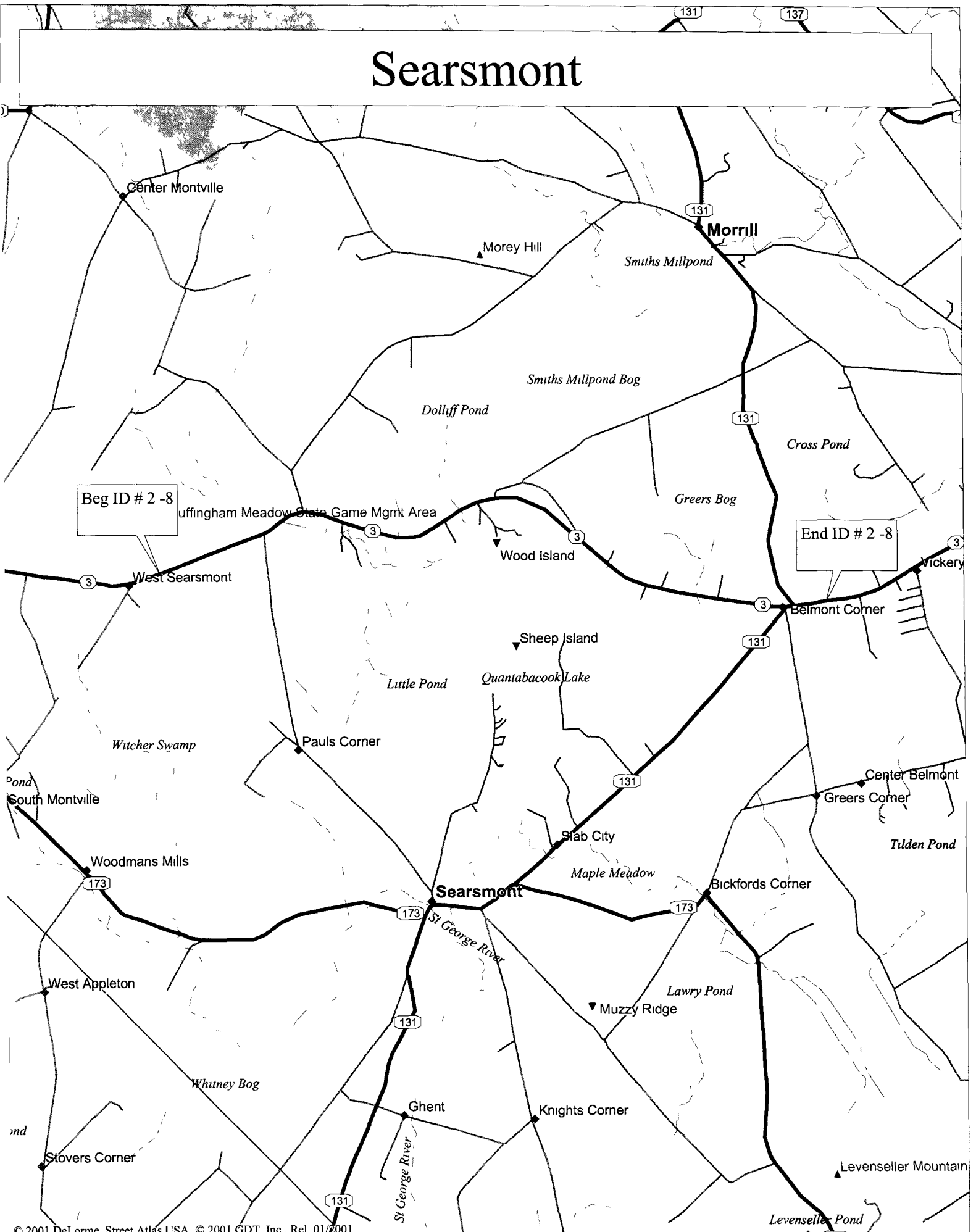
Frankfort



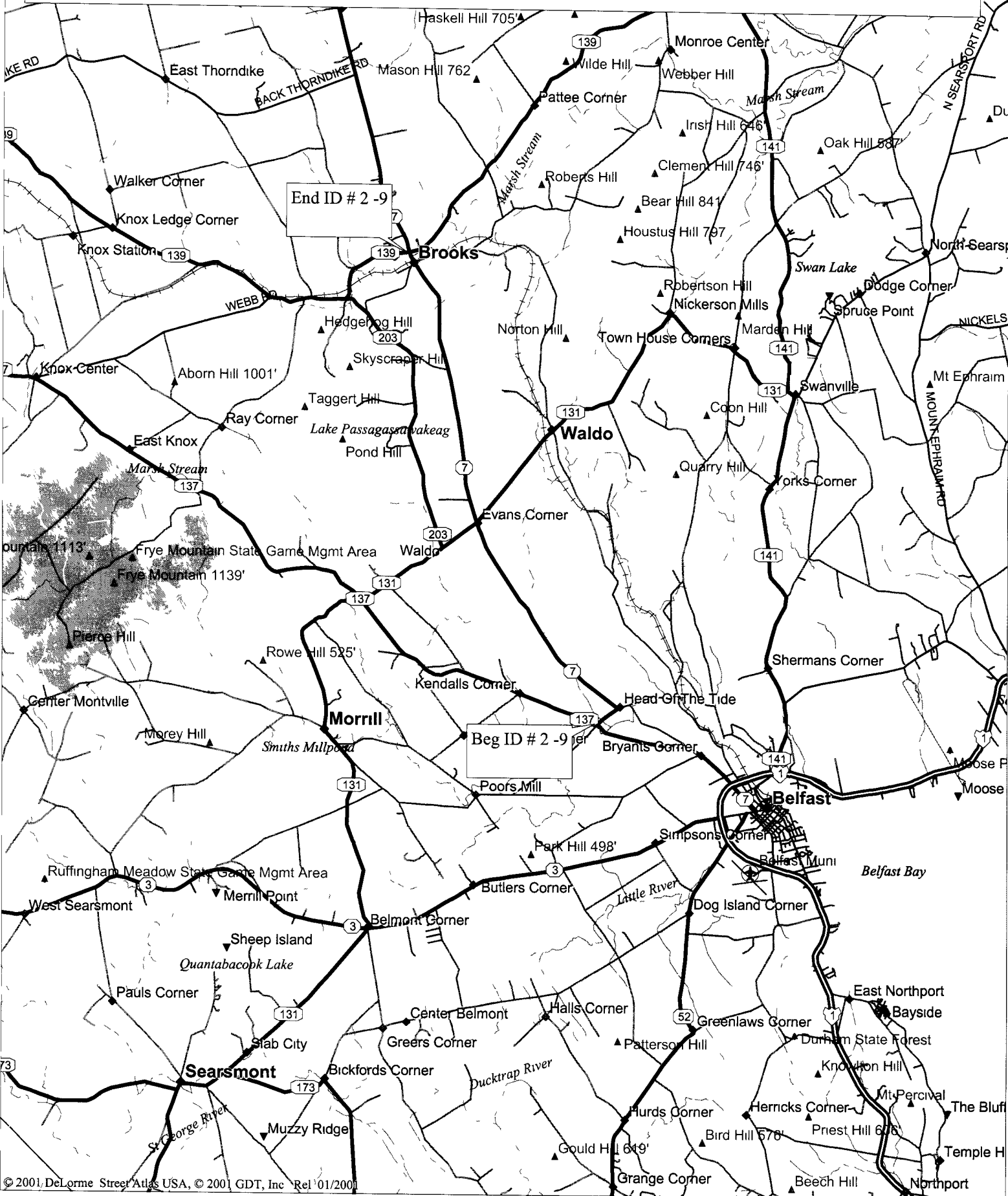
Winterport



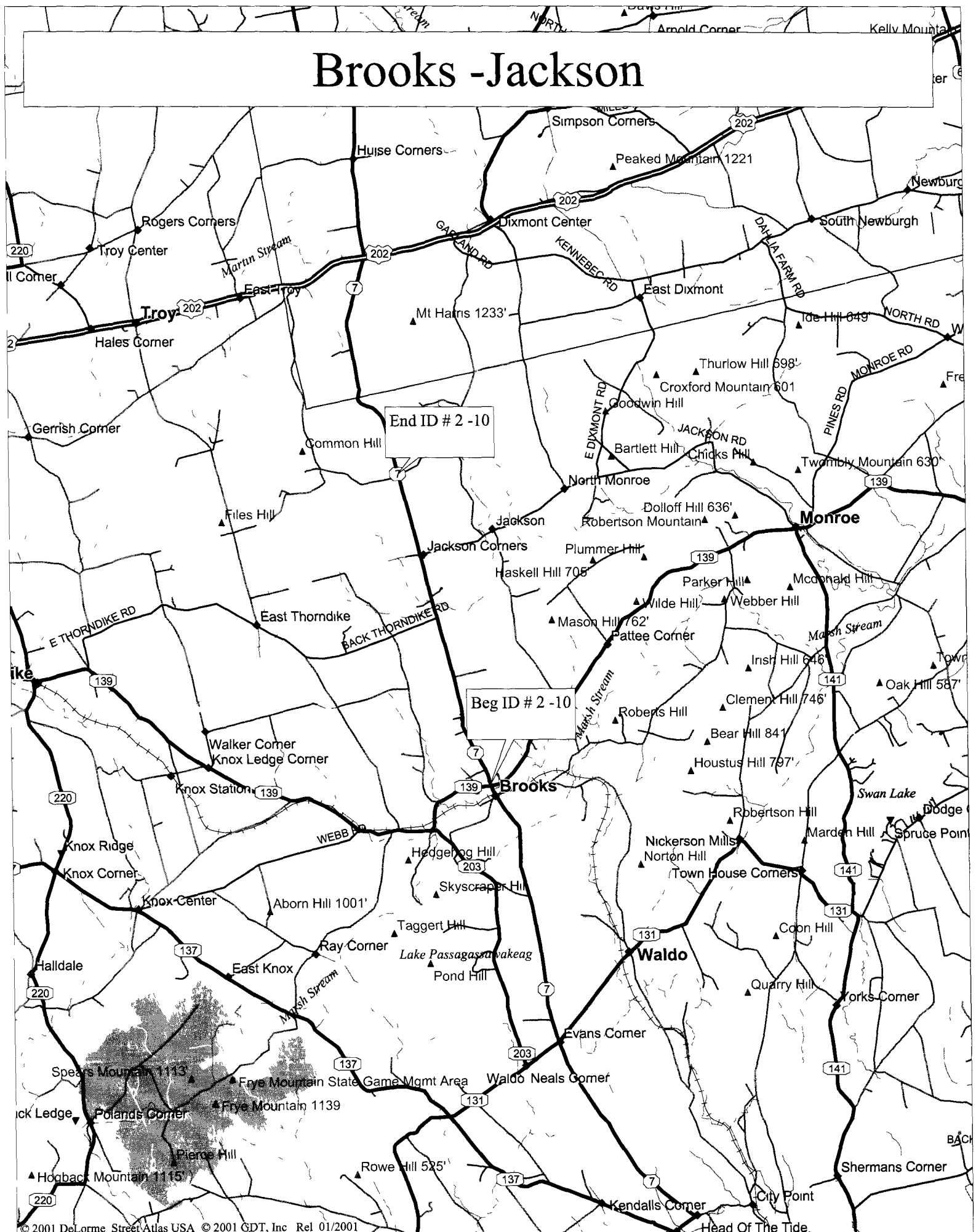
Searsmont



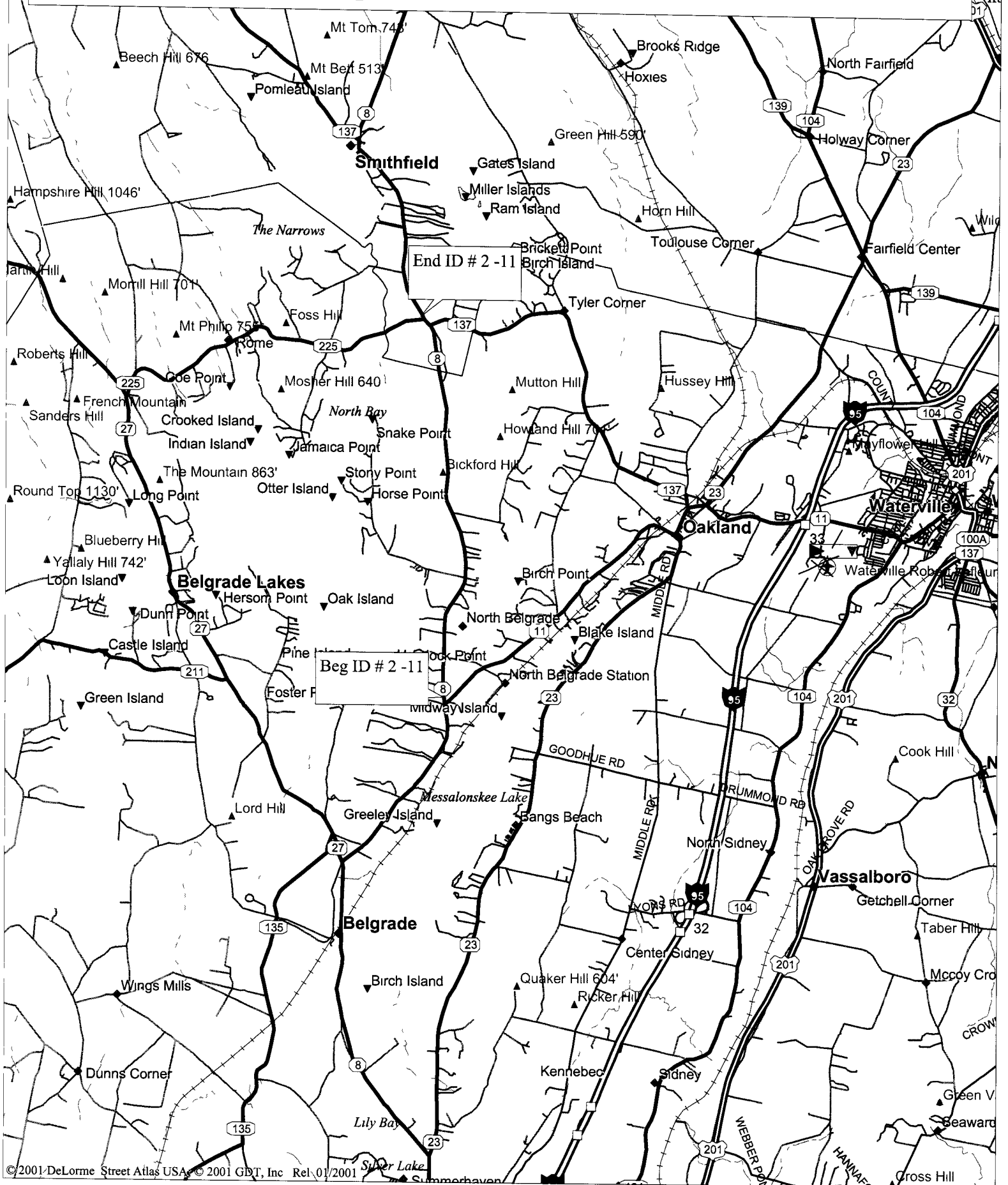
Belfast - Brooks



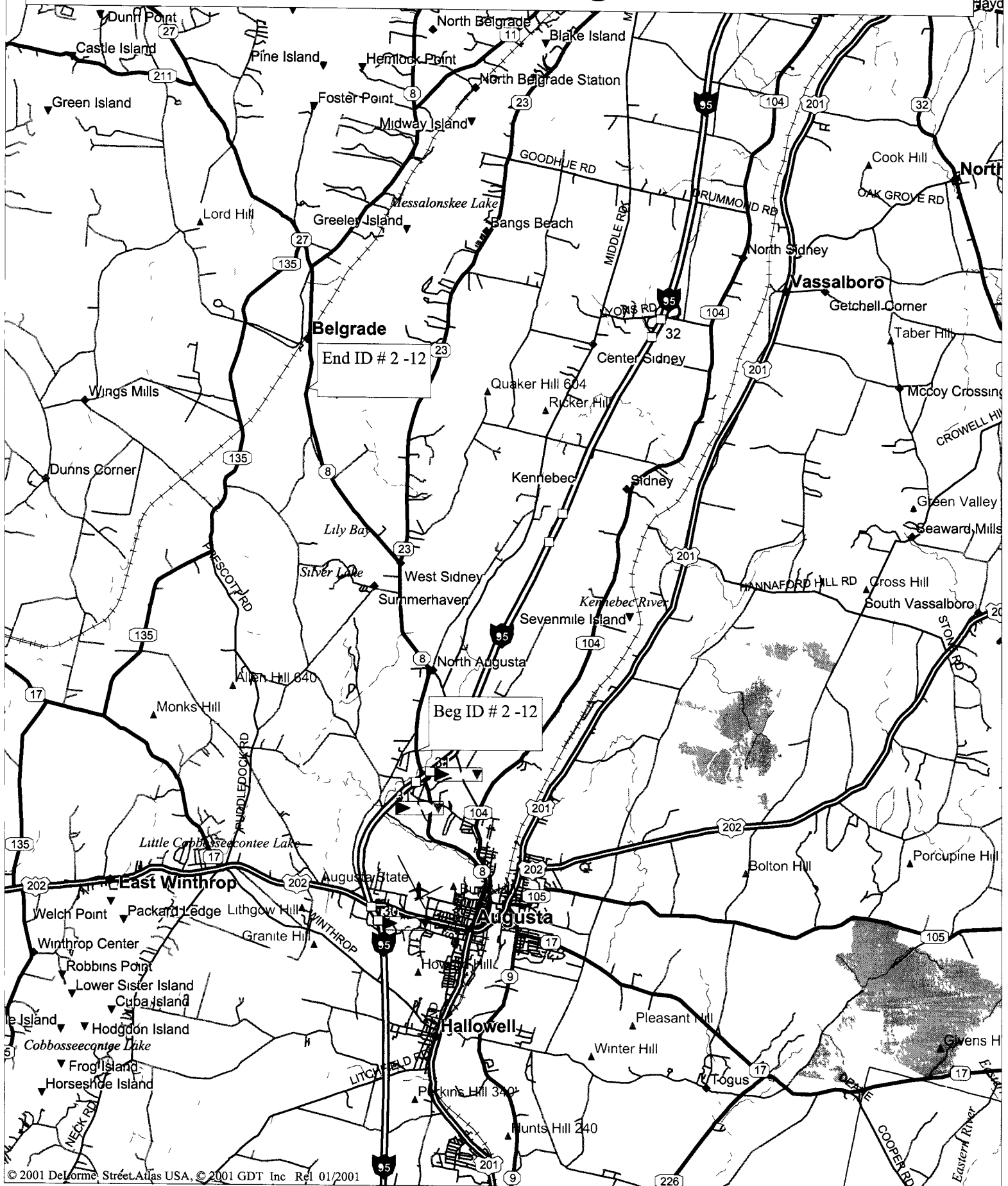
Brooks - Jackson



Belgrade - Smithfield



Augusta - Belgrade

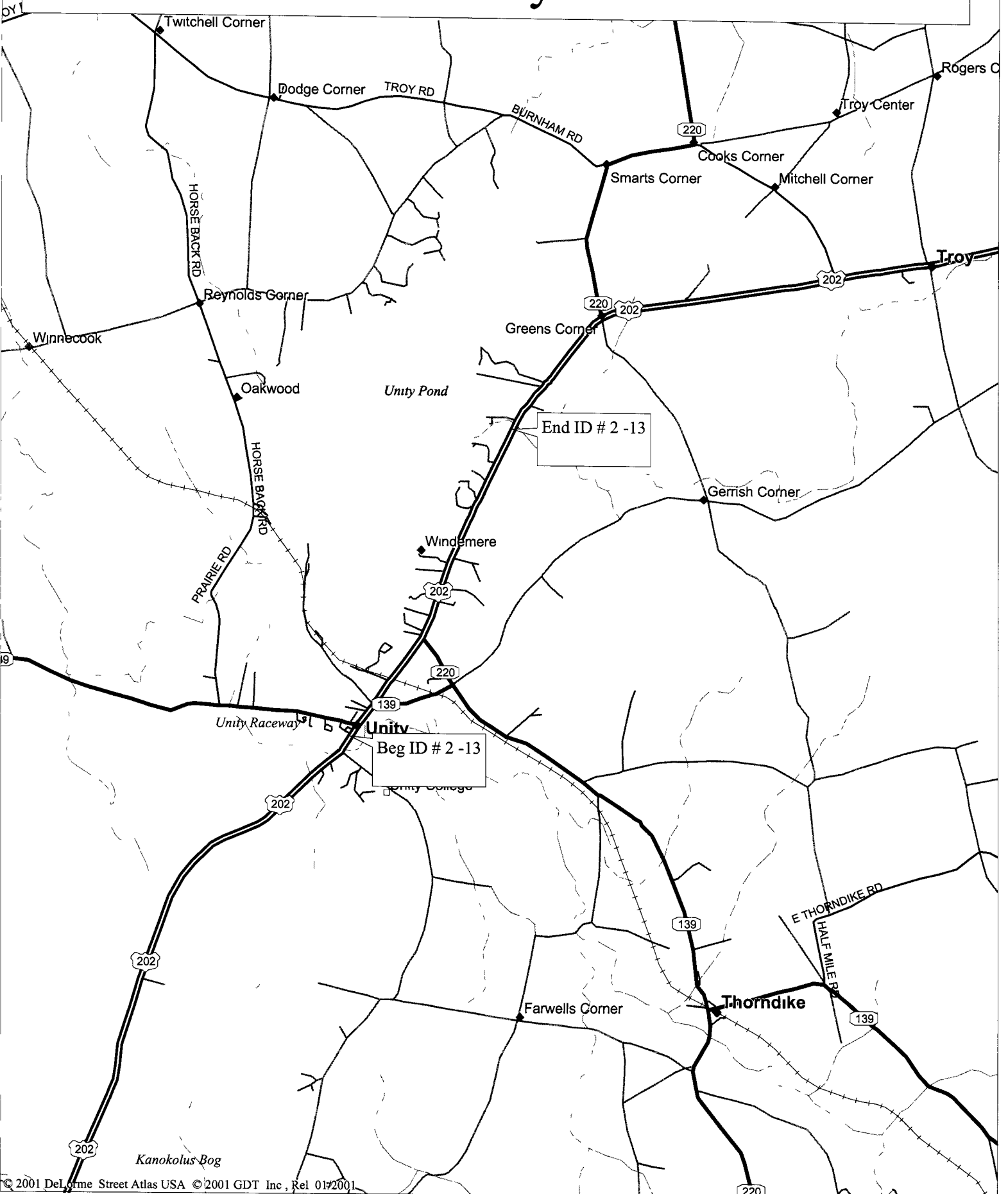


Chain Meadows

220

Carlton Pond

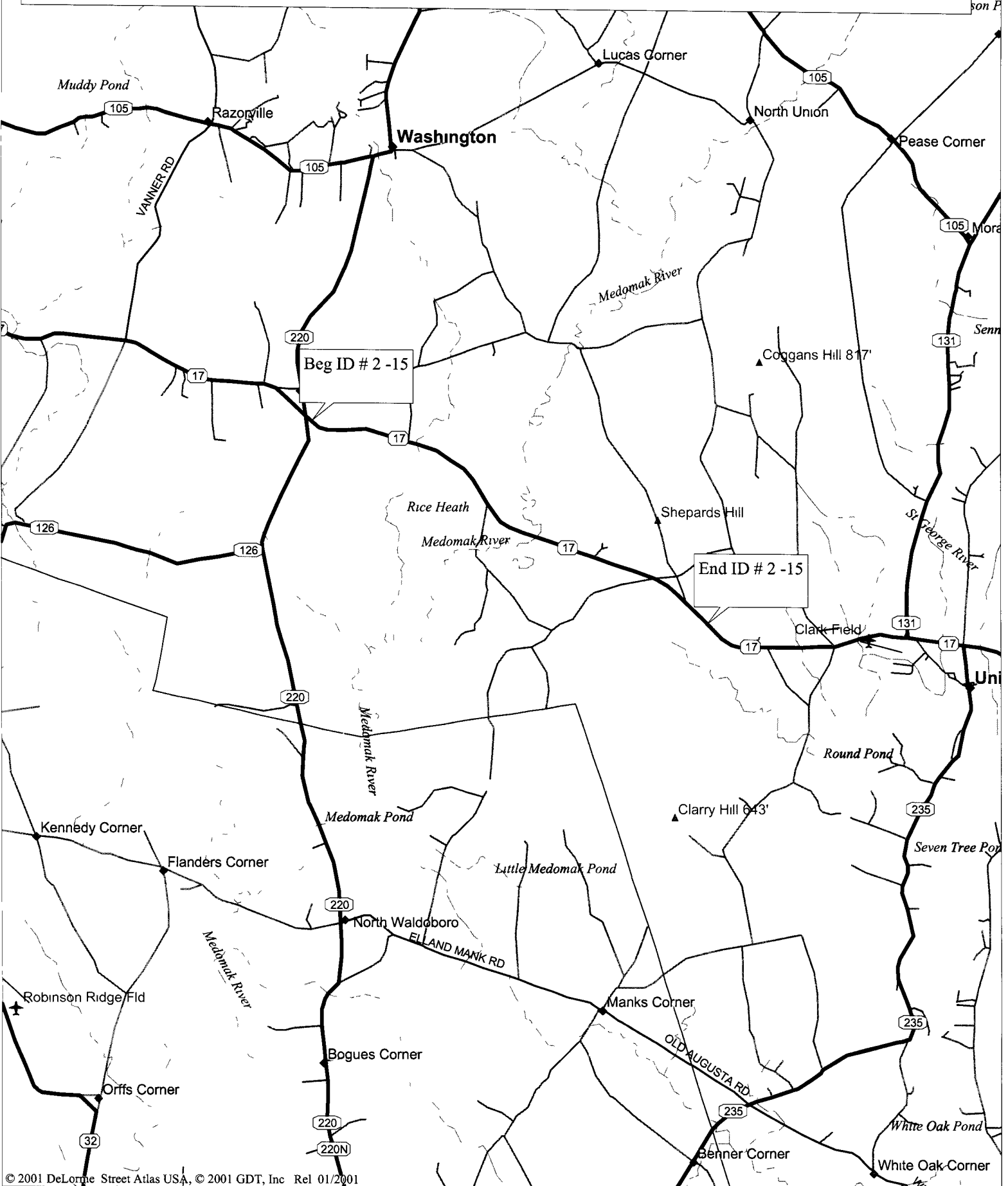
Unity



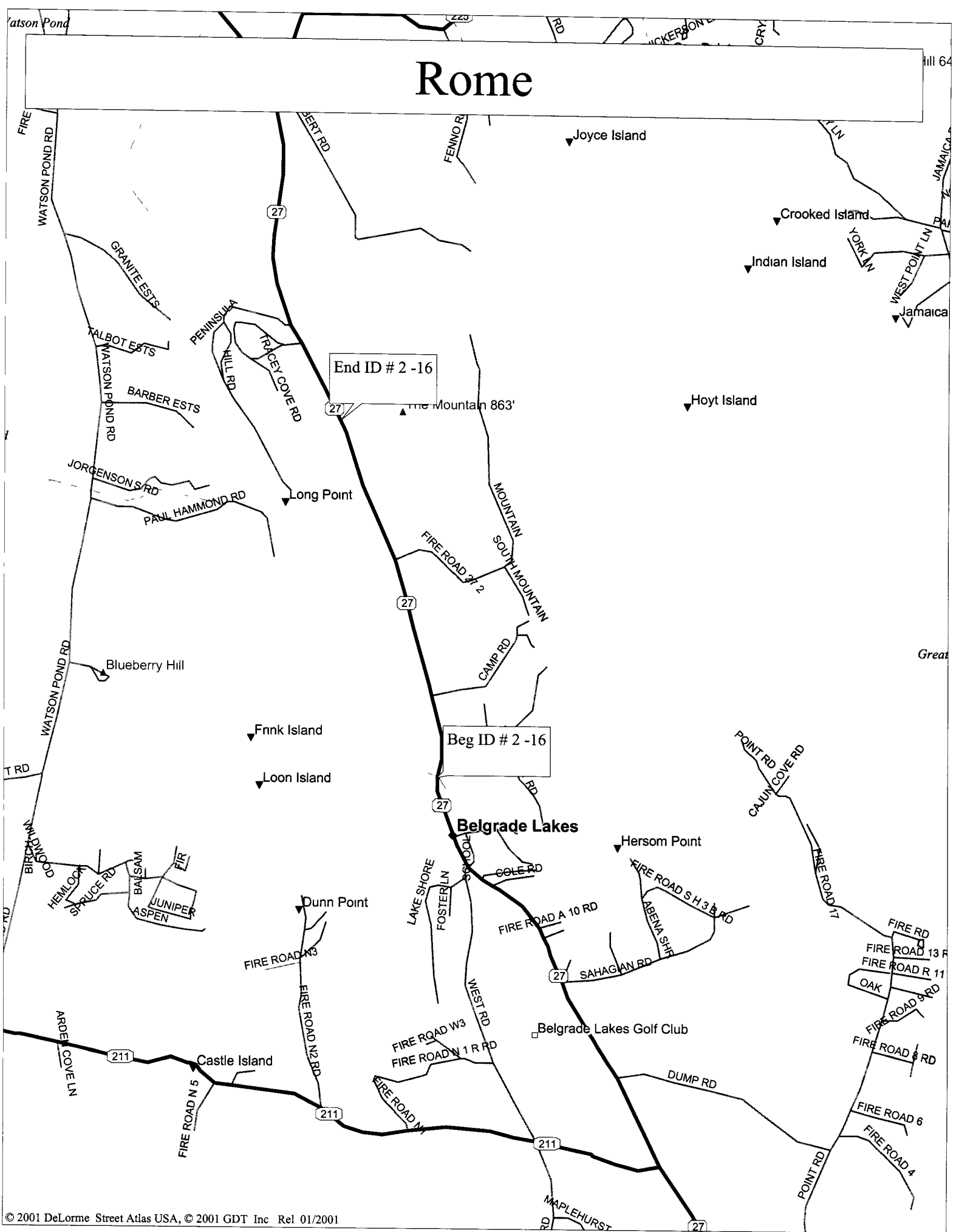
Augusta - Jefferson



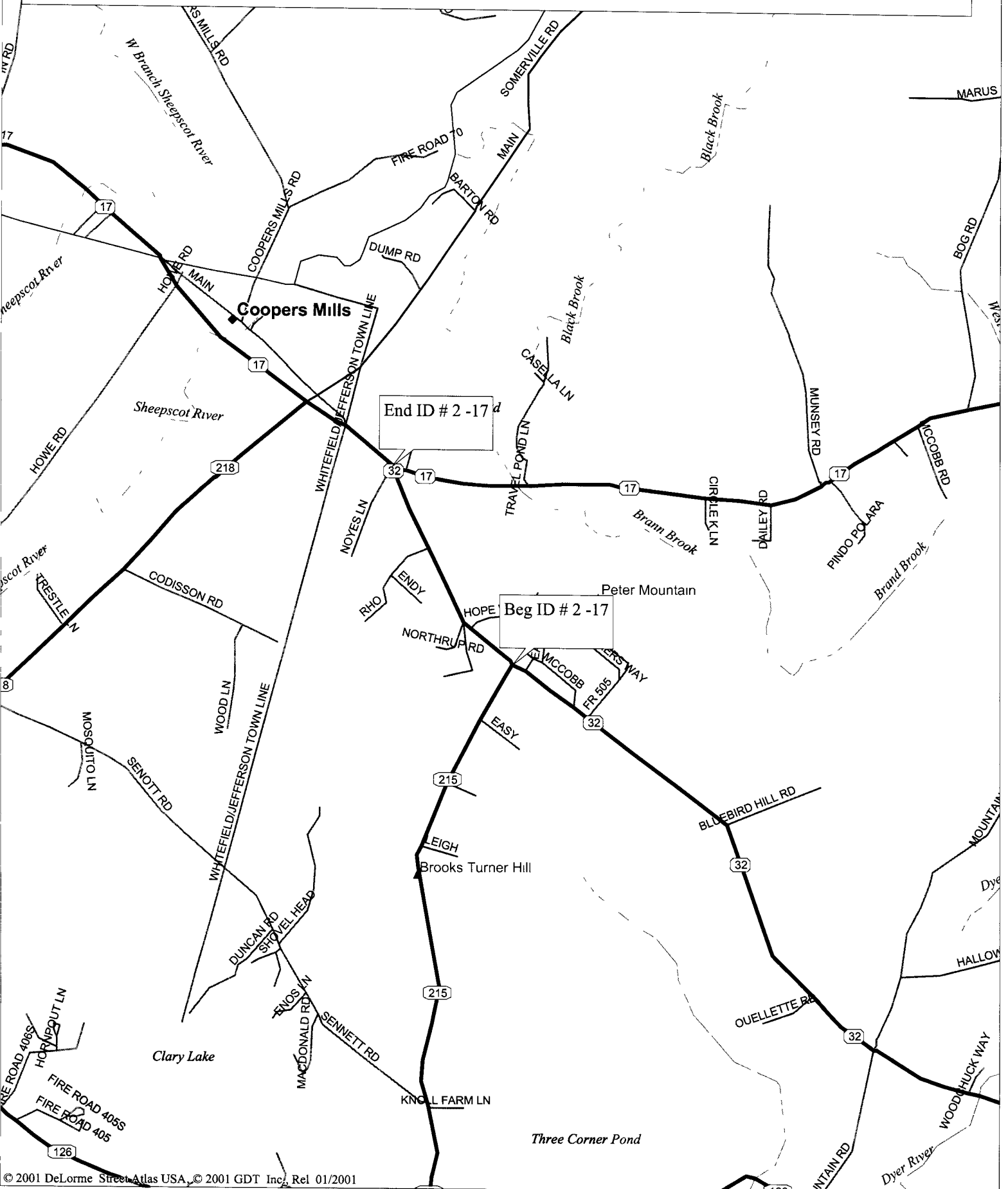
Washington



Rome



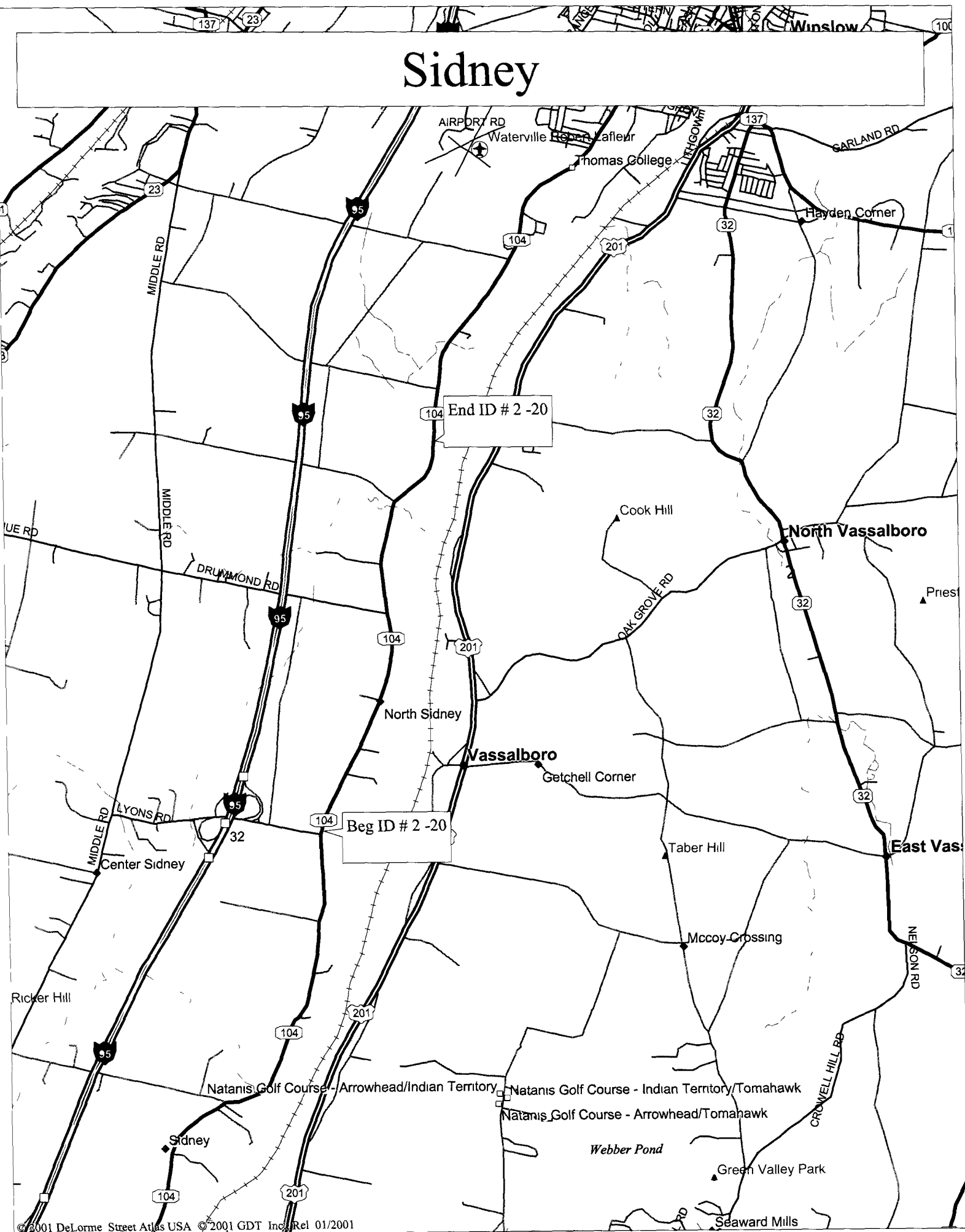
Jefferson



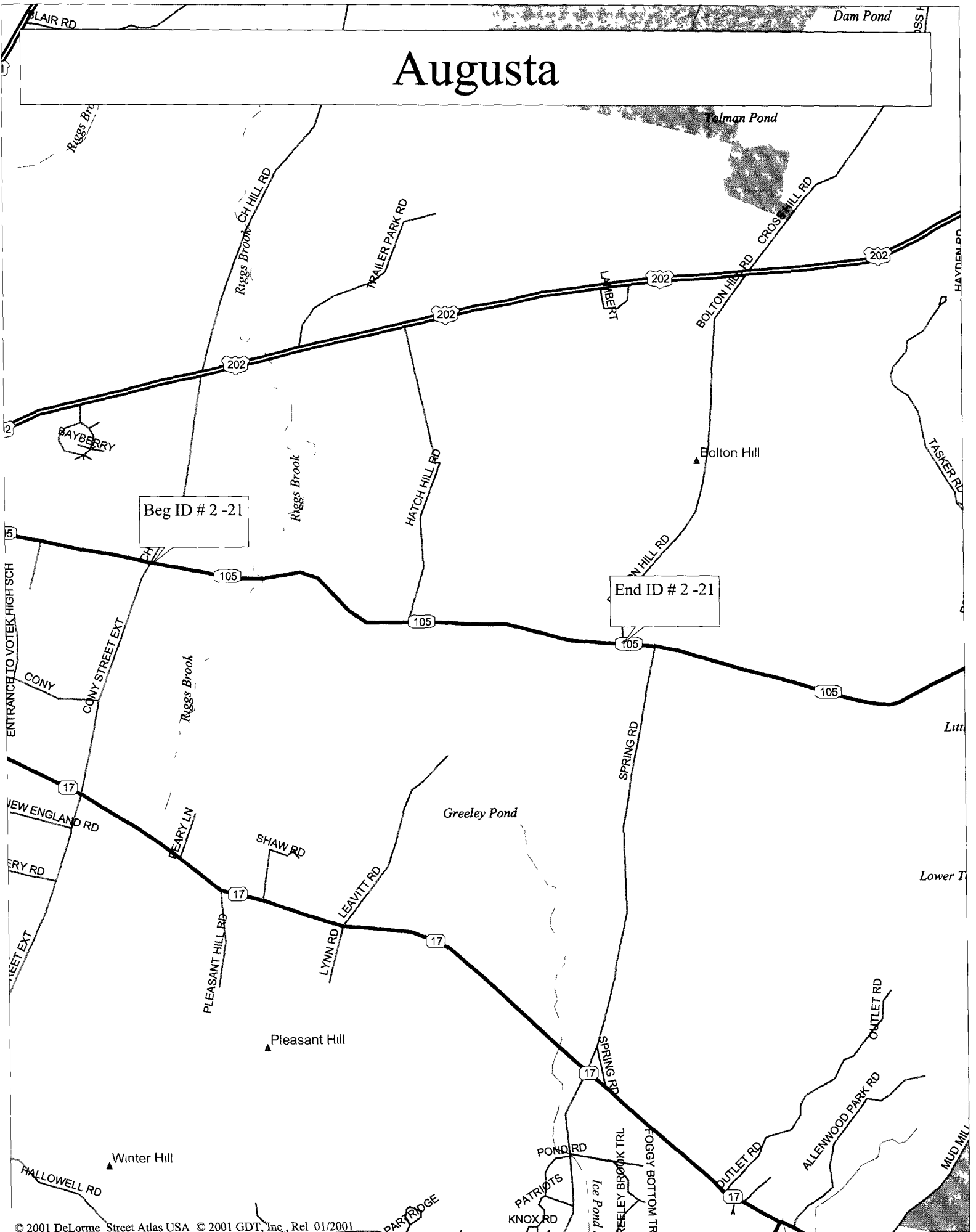
Augusta - Sidney 2-18 & 2-19



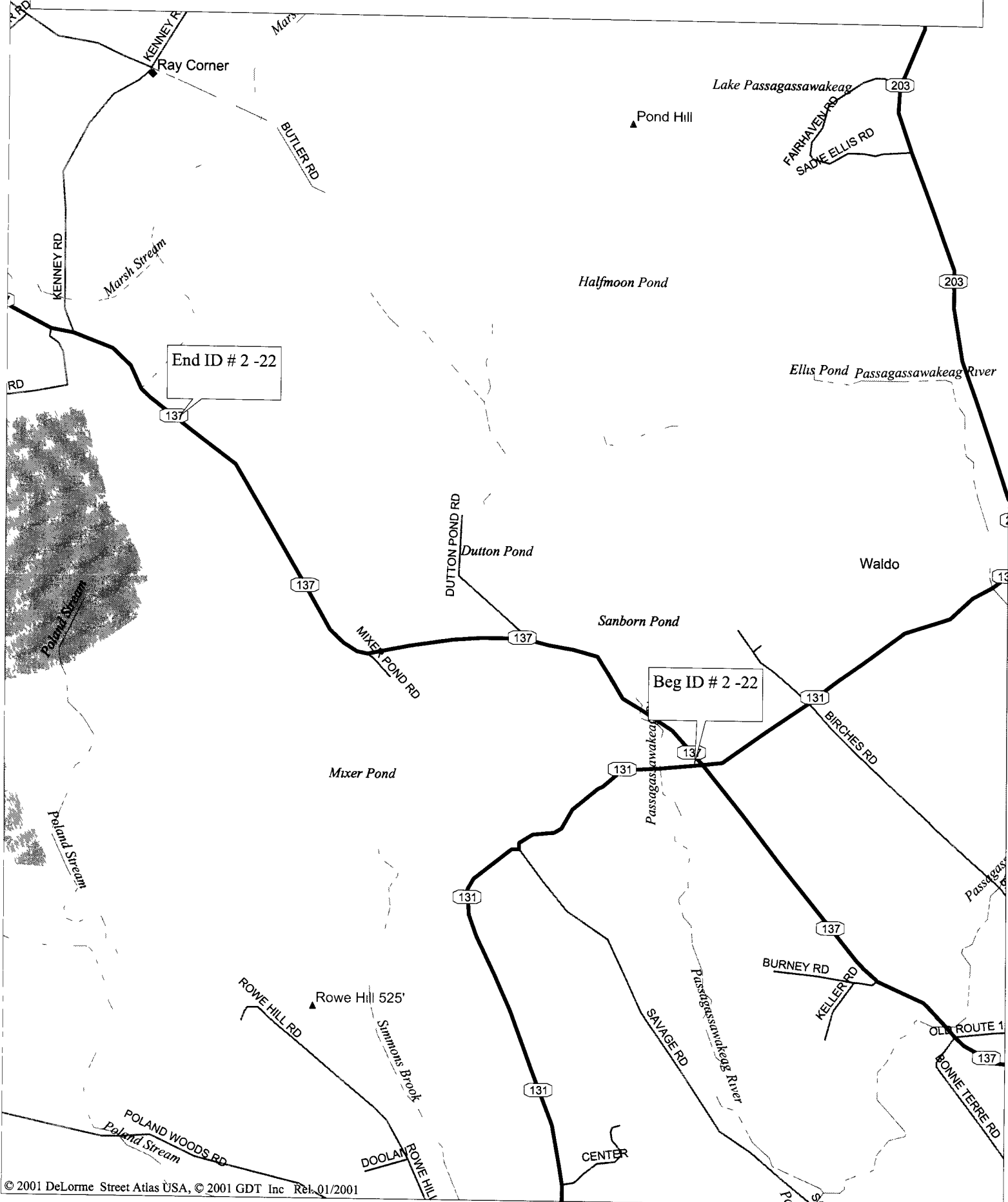
Sidney



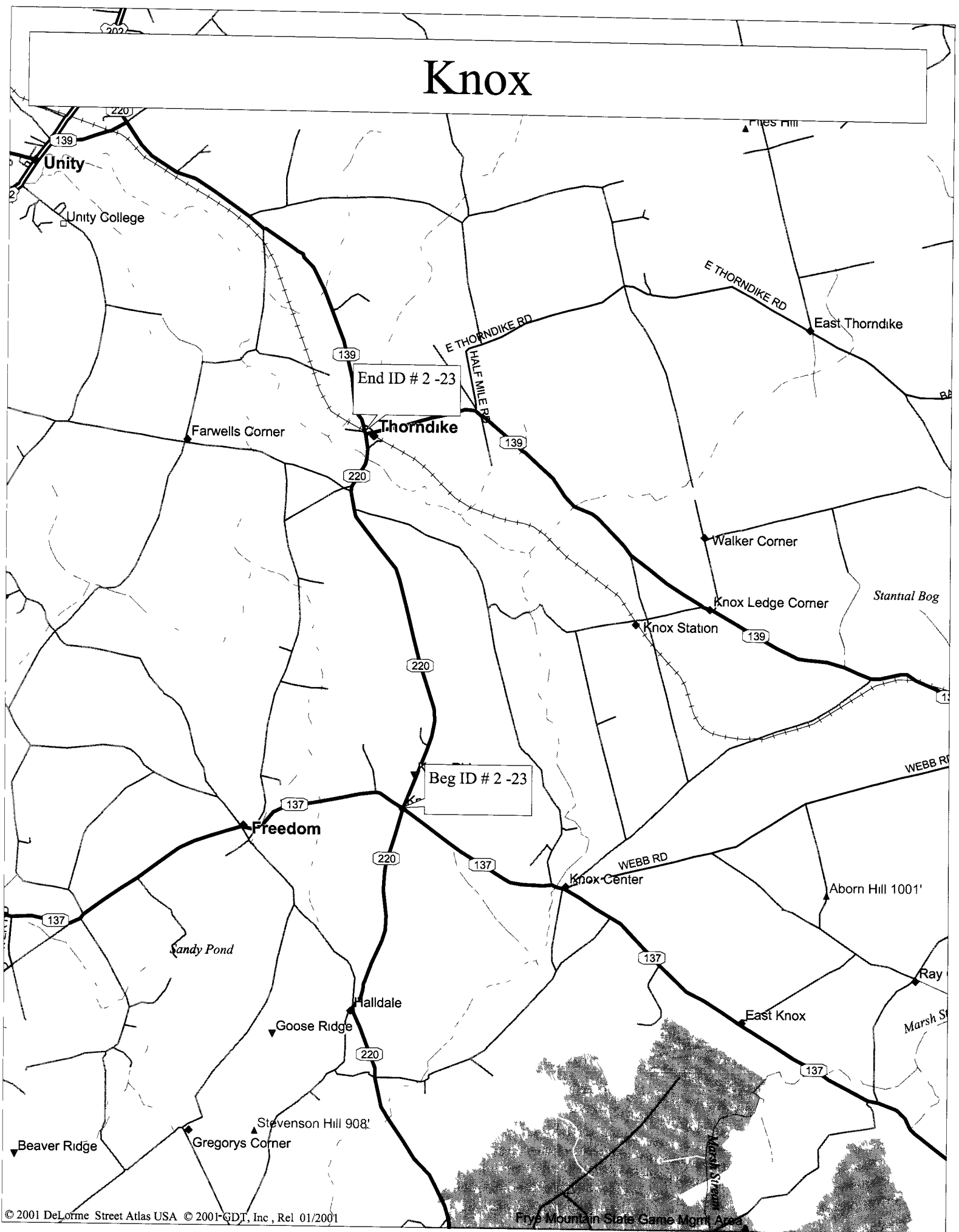
Augusta



Waldo - Knox



Knox



ID #	Route	Towns	Description	Length in miles
2-1	US 1	Nobleboro-Waldoboro	Beginning at the intersection of Pond Rd and extending 3.43 miles to the New Medomac Bridge.	3.43
2-2	US 1	Warren	Beginning at the North Approach of Bridge #3033 and extending 2.89 miles to a point 0.3 of a mile south of Manktown Rd.	2.89
2-3	US 1	Rockland	Beginning at the Rockland town line and extending southerly 1.58 miles to Park St.	1.58
2-4	US 1	Searsport	Beginning at Station Ave and extending 2.36 miles to Stockton Springs town line.	2.36
2-5	1A	Frankfort	Beginning at the Prospect town line and extending 2.50 miles to the bridge at Loggin Rd.	2.5
2-6	1A	Frankfort	Beginning at the Loggin Rd bridge and extending 1.22 miles to the Winterport town line.	1.22
2-7	1A	Winterport	Beginning north of Merrill St and extending 1.32 miles to 0.2 of a mile south of Lower Oak Point Rd.	1.32
2-8	Rte 3	Searsmont	Beginning 0.37 of a mile northerly of the Montville town line and extending 6.01 miles to 0.45 of a mile westerly of the west junction of Rte 131.	6.01
2-9	Rte 7	Belfast-Waldo-Brooks	Beginning at the intersection of Rte 137 and extending northerly 8.32 miles to the intersection of Rte 139.	8.32
2-10	Rte 7	Brooks-Jackson	Beginning at the intersection of Rte 139 and extending 5.46 miles to the intersection of Bear Rd and Dodge Farm Rd.	5.46
2-11	Rte 8	Belgrade-Smithfield	Beginning 0.05 of a mile northerly of the intersection of Rte 11 and extending northerly 6.34 miles.	6.34
2-12	Rte 8	Augusta-Belgrade	Beginning at Darin Rd and extending northerly 6.41 miles.	6.41
2-13	Rte 9	Unity	Beginning 0.1 of a mile southerly of Rte 139 and extending westerly 2.8 miles to 0.38 of a mile southerly of the Troy town line.	2.8
2-14	Rte 17	Augusta-Jefferson	Beginning at Rte 32 in Jefferson and extending westerly 12.68 miles to the intersection of Rte 9 in Augusta.	12.68
2-15	Rte 17	Washington	Beginning 0.06 of a mile easterly of Rte 220 and extending westerly 3.67 miles to the County Line.	3.67
2-16	Rte 27	Rome	Beginning at the Great Pond Bridge #2063 and extending northerly 1.56 miles.	1.56
2-17	Rte 32	Jefferson	Beginning at the intersection of Rte 215 and extending 0.88 of a mile to the intersection of Rte 17.	0.88
2-18	Rte 104	Augusta-Sidney	Beginning 2.76 miles southerly of the Sidney town line and extending northerly 1.24 miles.	1.24
2-19	Rte 104	Sidney	Beginning 1.52 miles southerly of the Sidney town line and extending northerly 1.87 miles.	1.87
2-20	Rte 104	Sidney	Beginning at the Lyons Rd and extending northerly 3.47 miles.	3.47
2-21	Rte 105	Augusta	Beginning at the intersection of Cony Rd and Church Hill Rd and extending 2.07 miles to the intersection of Bolton Hill Rd.	2.07
2-22	Rte 137	Waldo-Brooks-Knox	Beginning at the intersection of Rte 131 and Rte 137 and extending 2.7 miles, ending 0.68 of a mile southerly of Kenney Rd.	2.7
2-23	Rte 220	Knox	Beginning at the intersection of Rte 137 and extending 3.45 miles to the intersection of Rte 139.	3.45
Pin Total				84.23

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

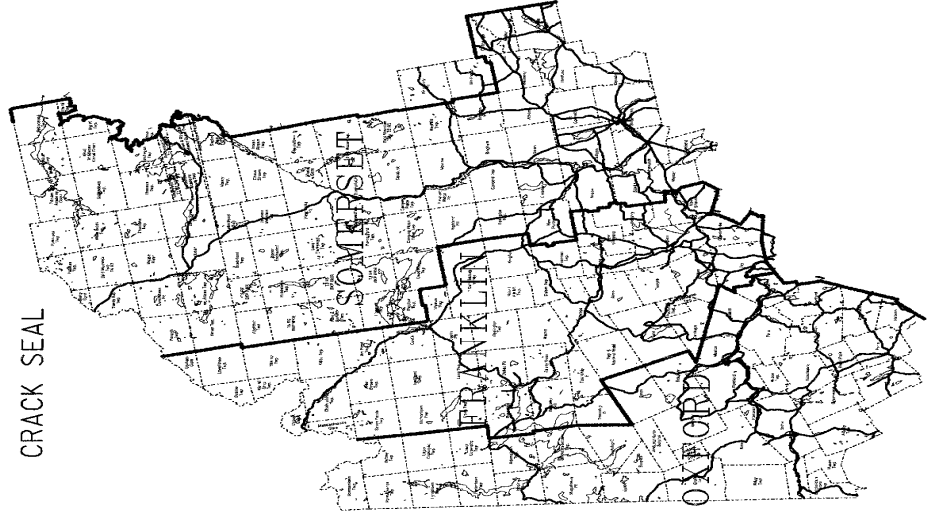


OXFORD, FRANKLIN & SOMERSET COUNTIES

PIN 11535.30

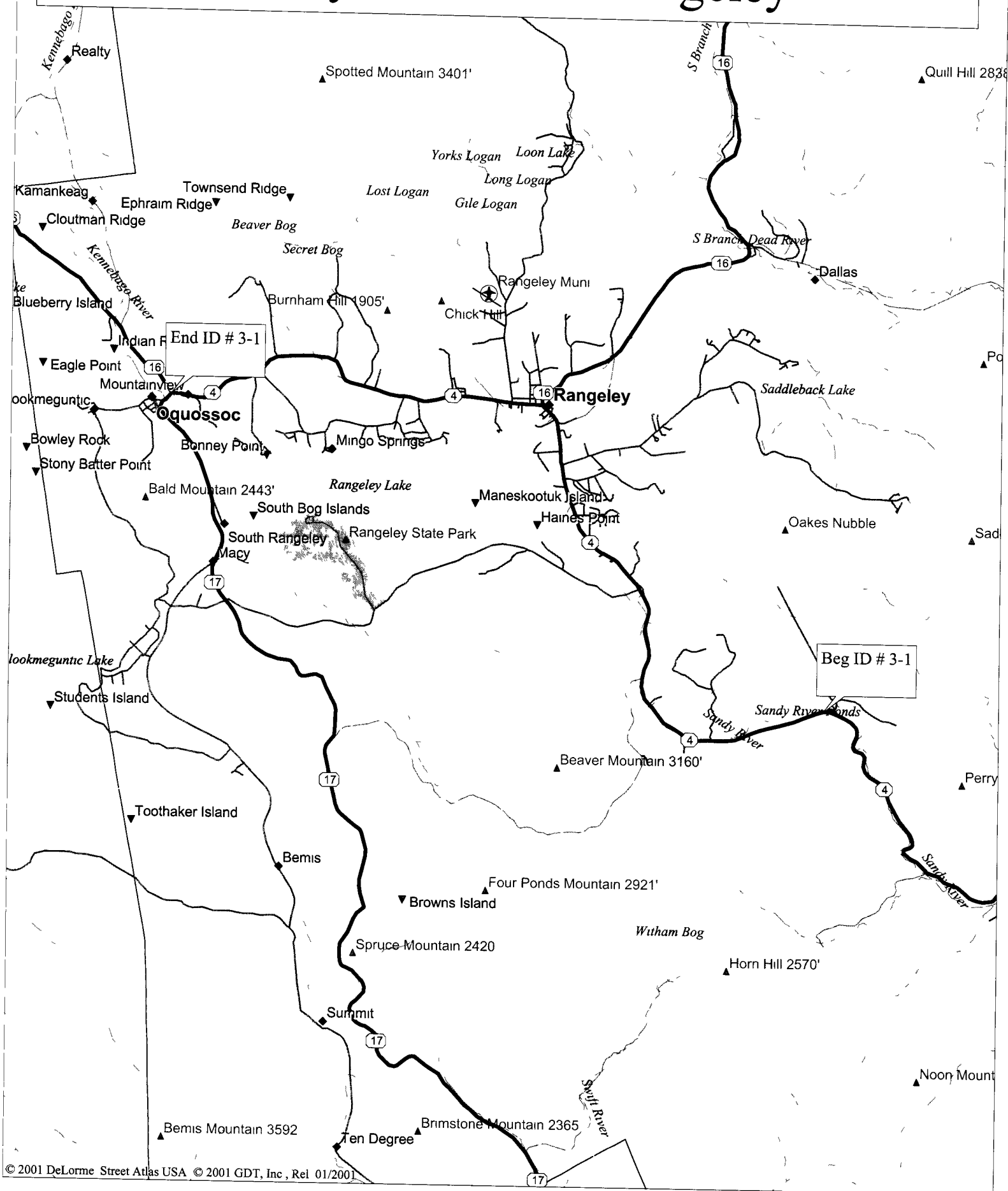
PROJECT LENGTH : 118.85 mi

CRACK SEAL

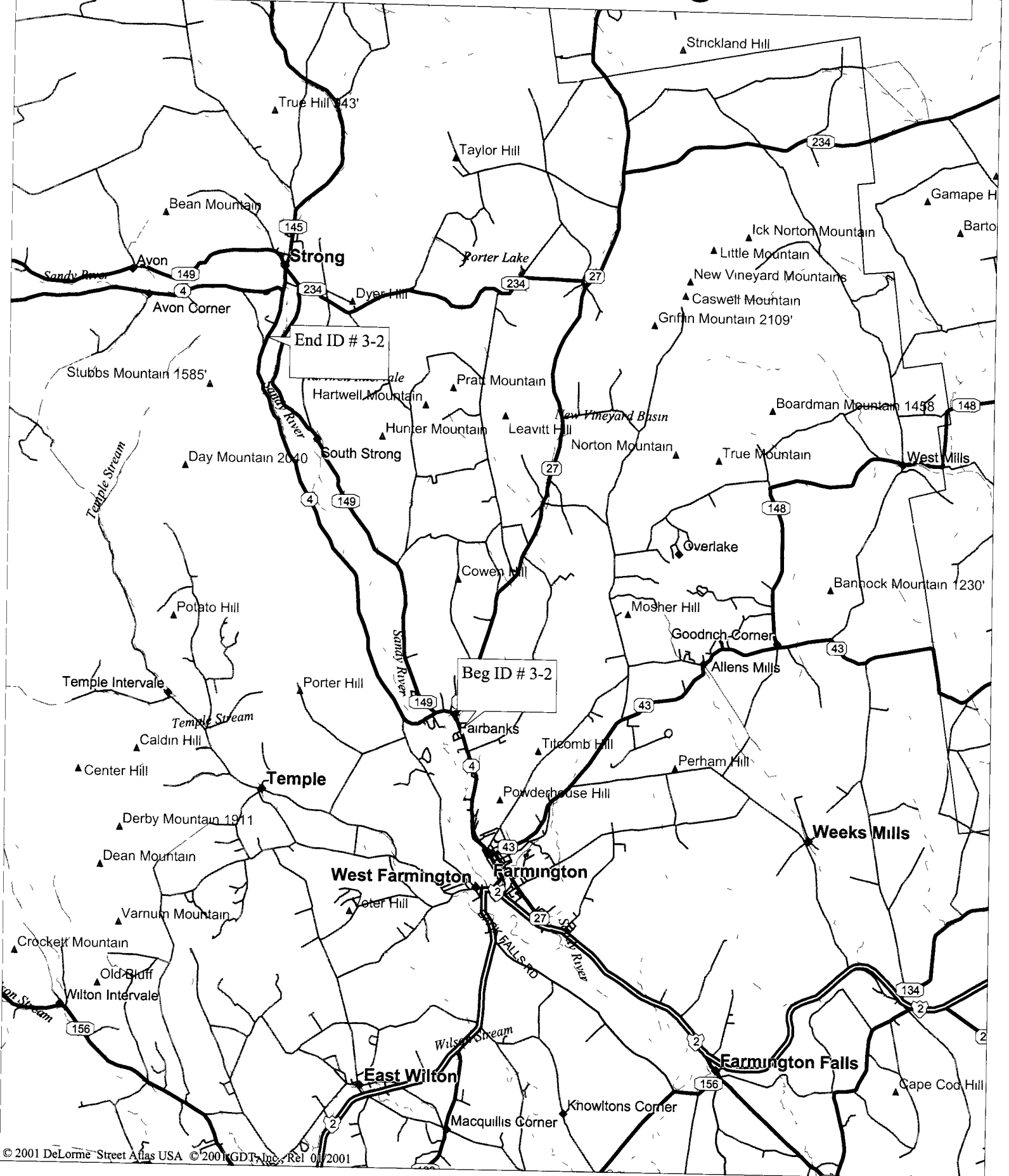


STATE OF MAINE DEPARTMENT OF TRANSPORTATION		OXFORD, FRANKLIN & SOMERSET COUNTIES		CRACK SEAL		TITLE SHEET		1
DATE	APPROVED	COMMISSIONER	CHIEF ENGINEER	PROJECT INFORMATION	PROJECT NUMBER	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION
03/10/04				11535.30	118.85 mi	CRACK SEAL	OXFORD, FRANKLIN & SOMERSET COUNTIES	CRACK SEAL
DATE		APPROVED		PROJECT INFORMATION		PROJECT NAME		PROJECT LOCATION
03/10/04				11535.30		118.85 mi		CRACK SEAL
				118.85 mi		CRACK SEAL		OXFORD, FRANKLIN & SOMERSET COUNTIES

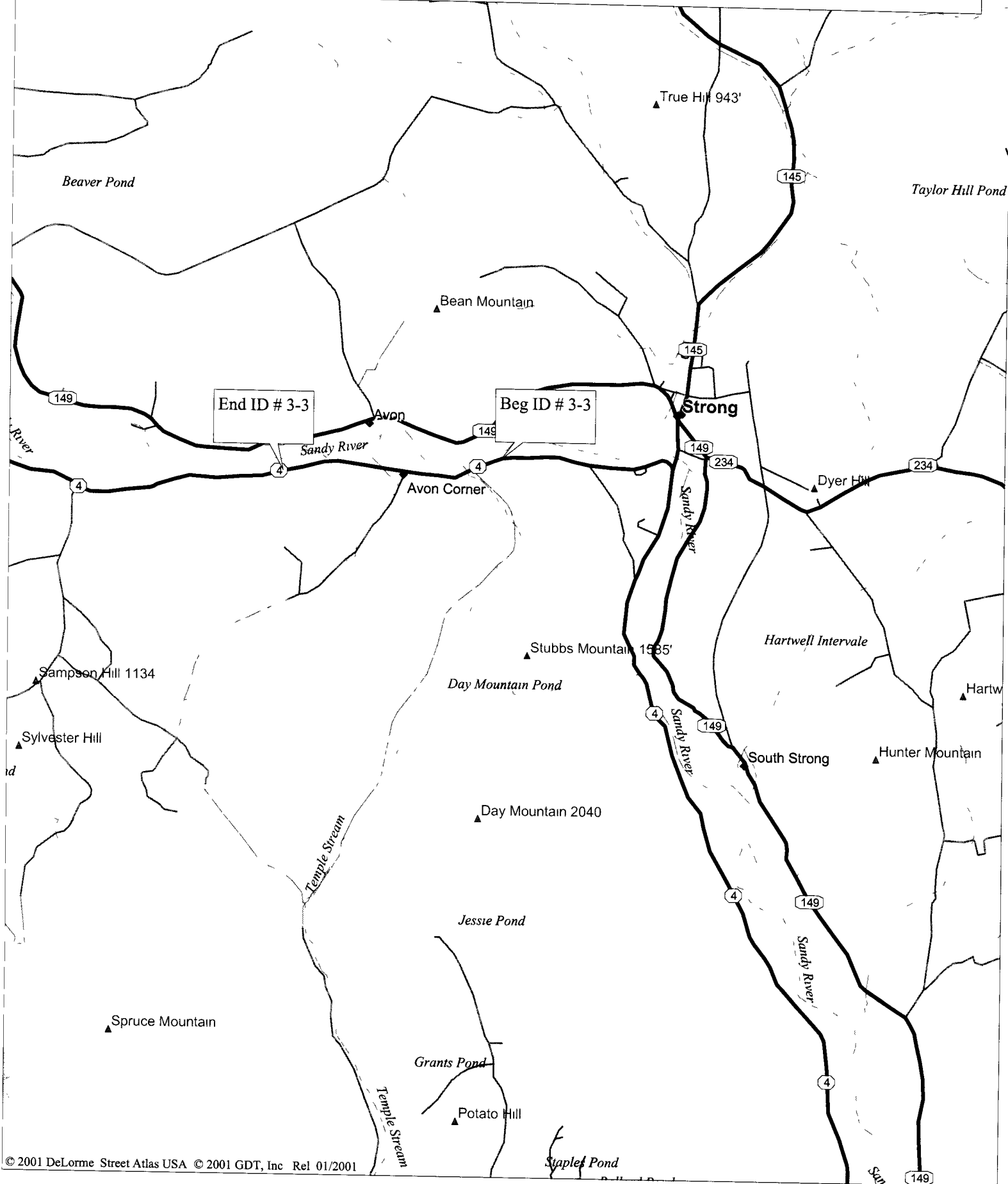
Sandy River Plt - Rangeley



Farmington - Strong



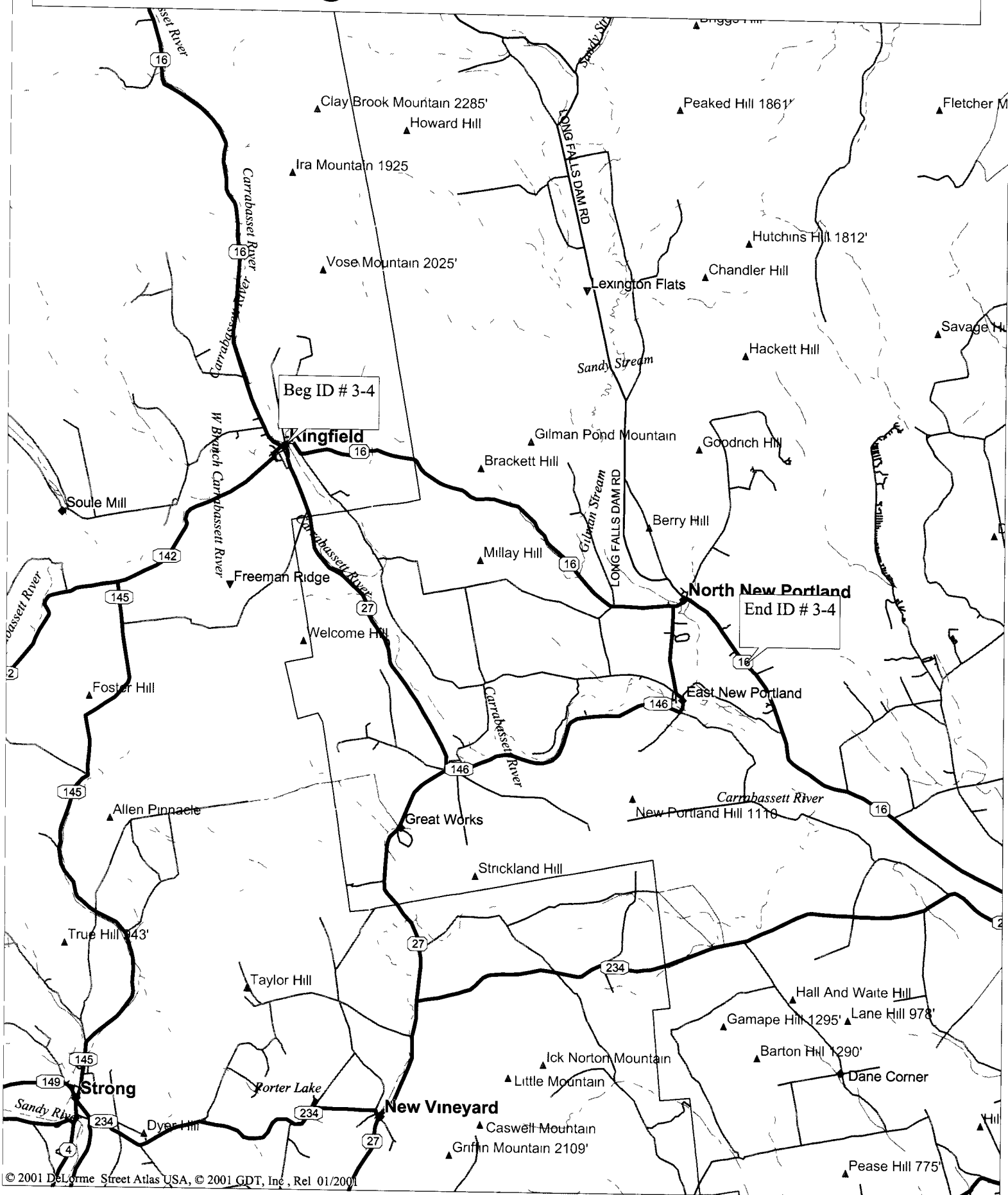
Avon



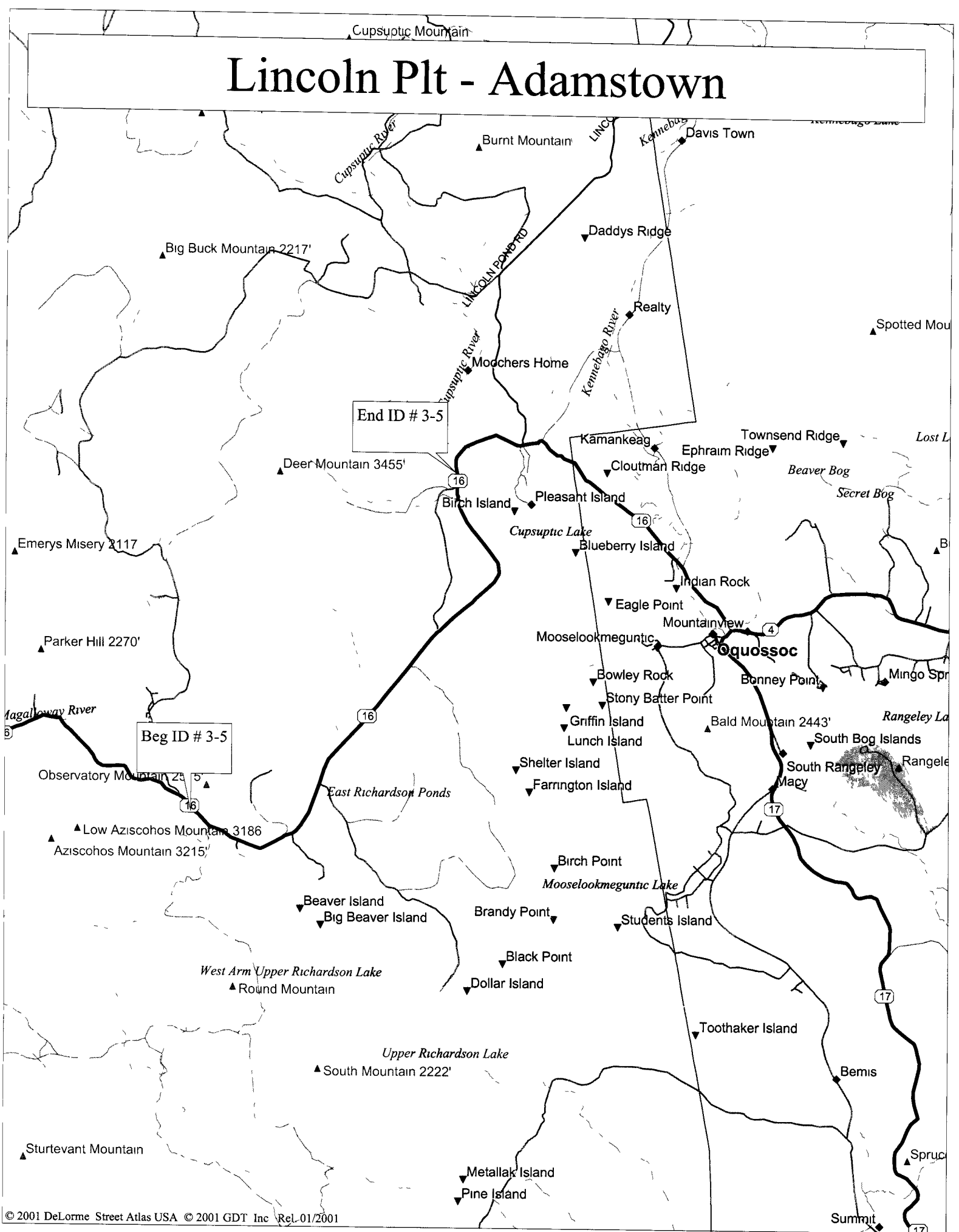
Carrabassett

Witham Mountain 2801

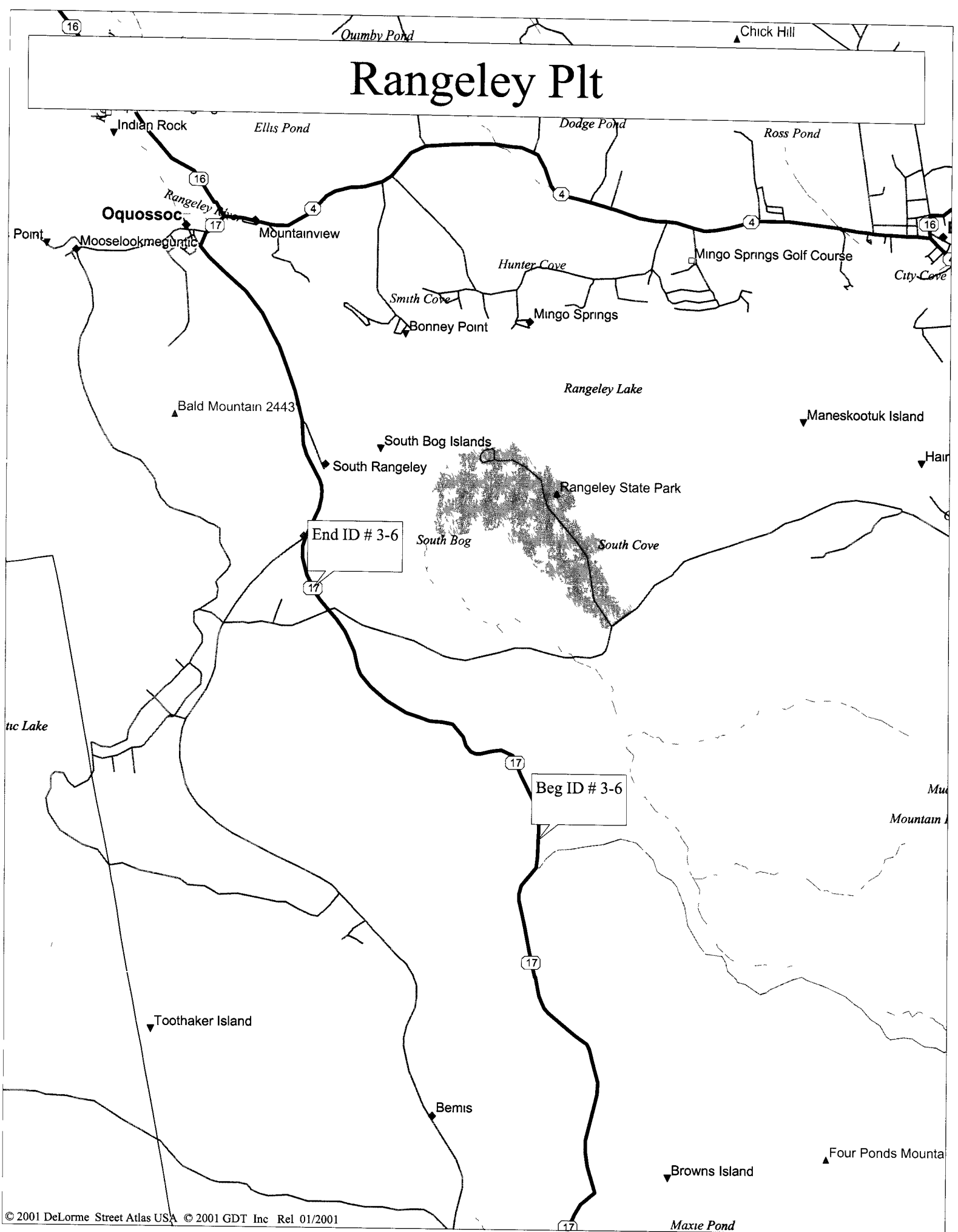
Kingfield - New Portland



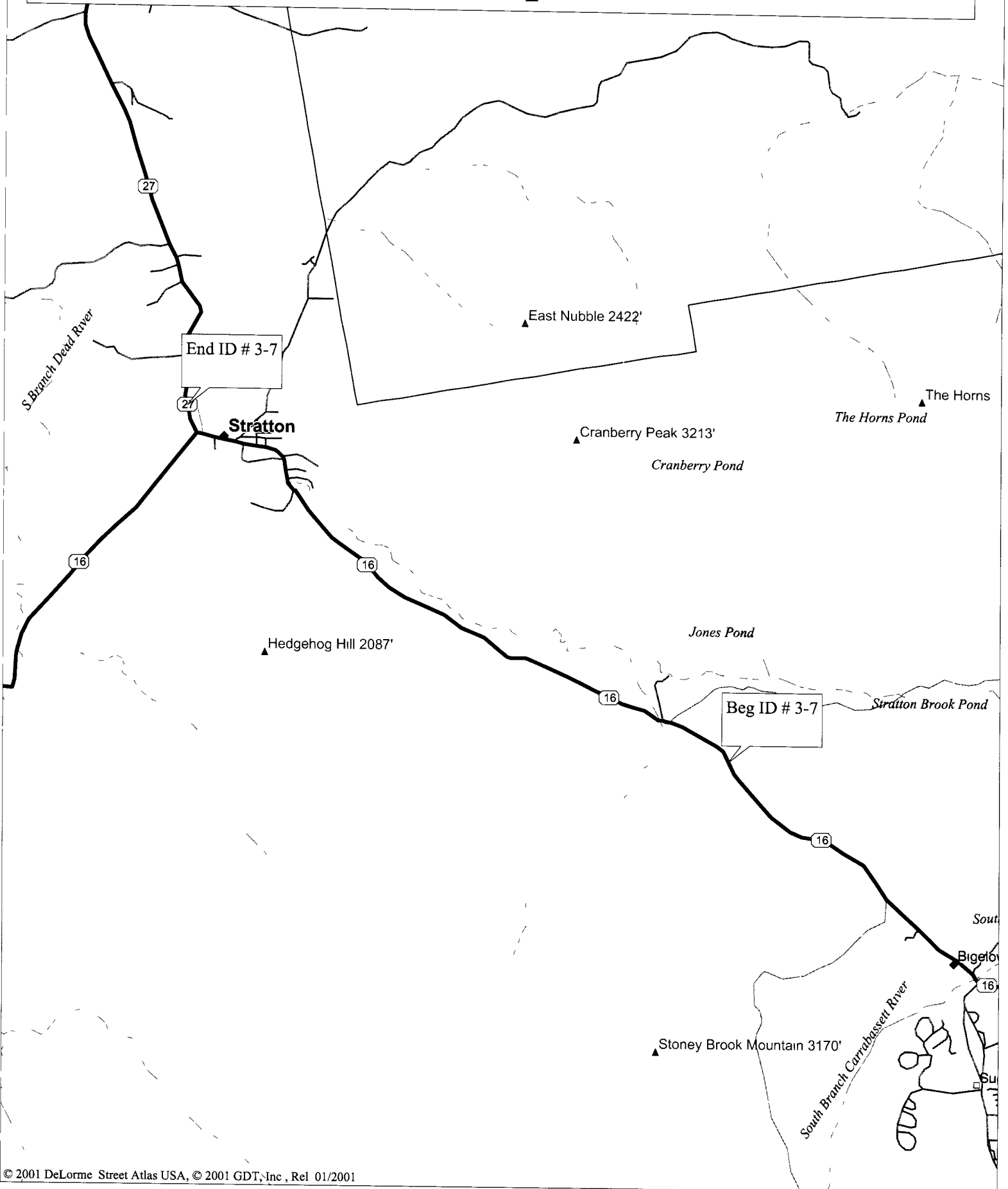
Lincoln Plt - Adamstown



Rangeley Plt



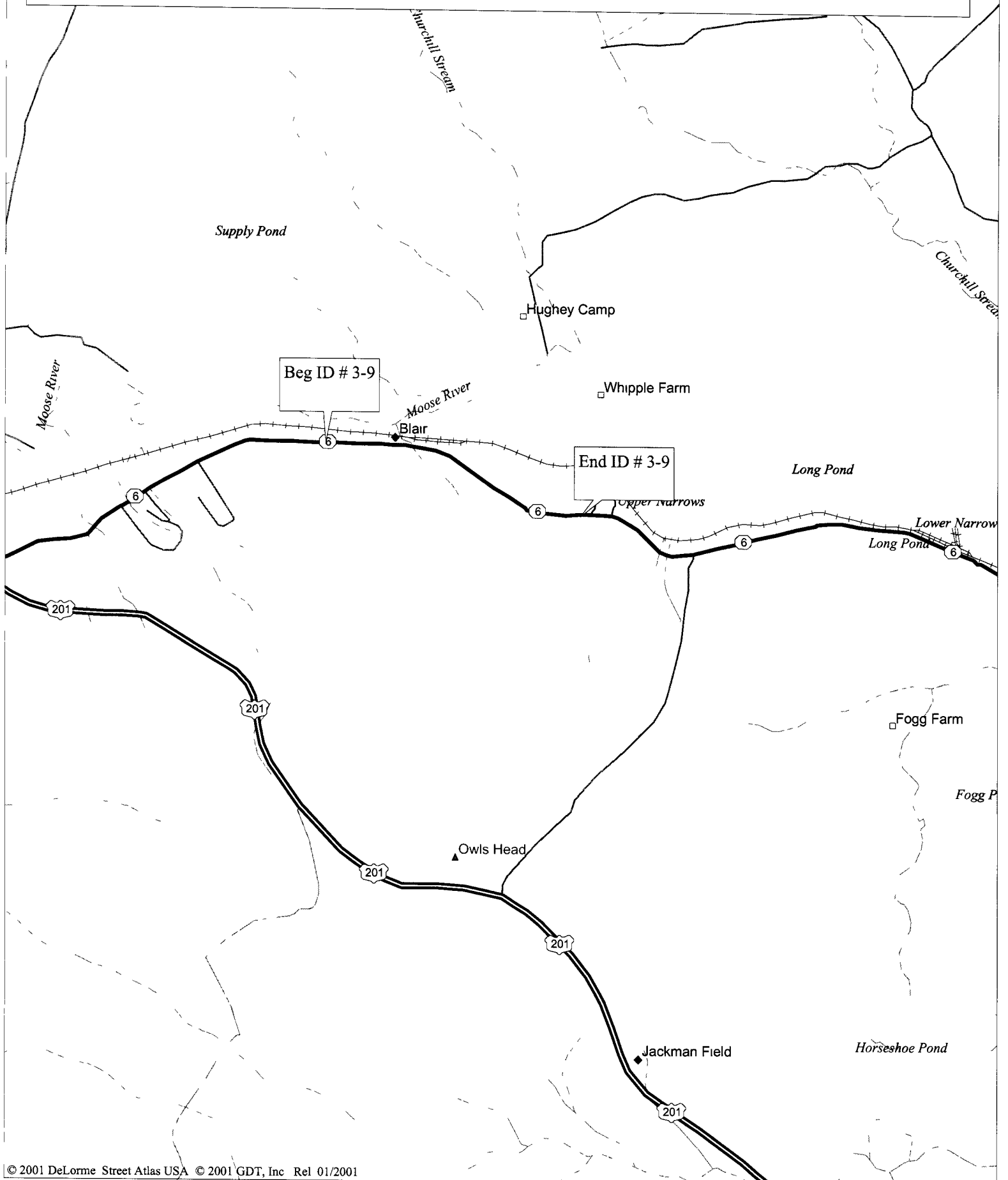
Wyman Twp - Eustis



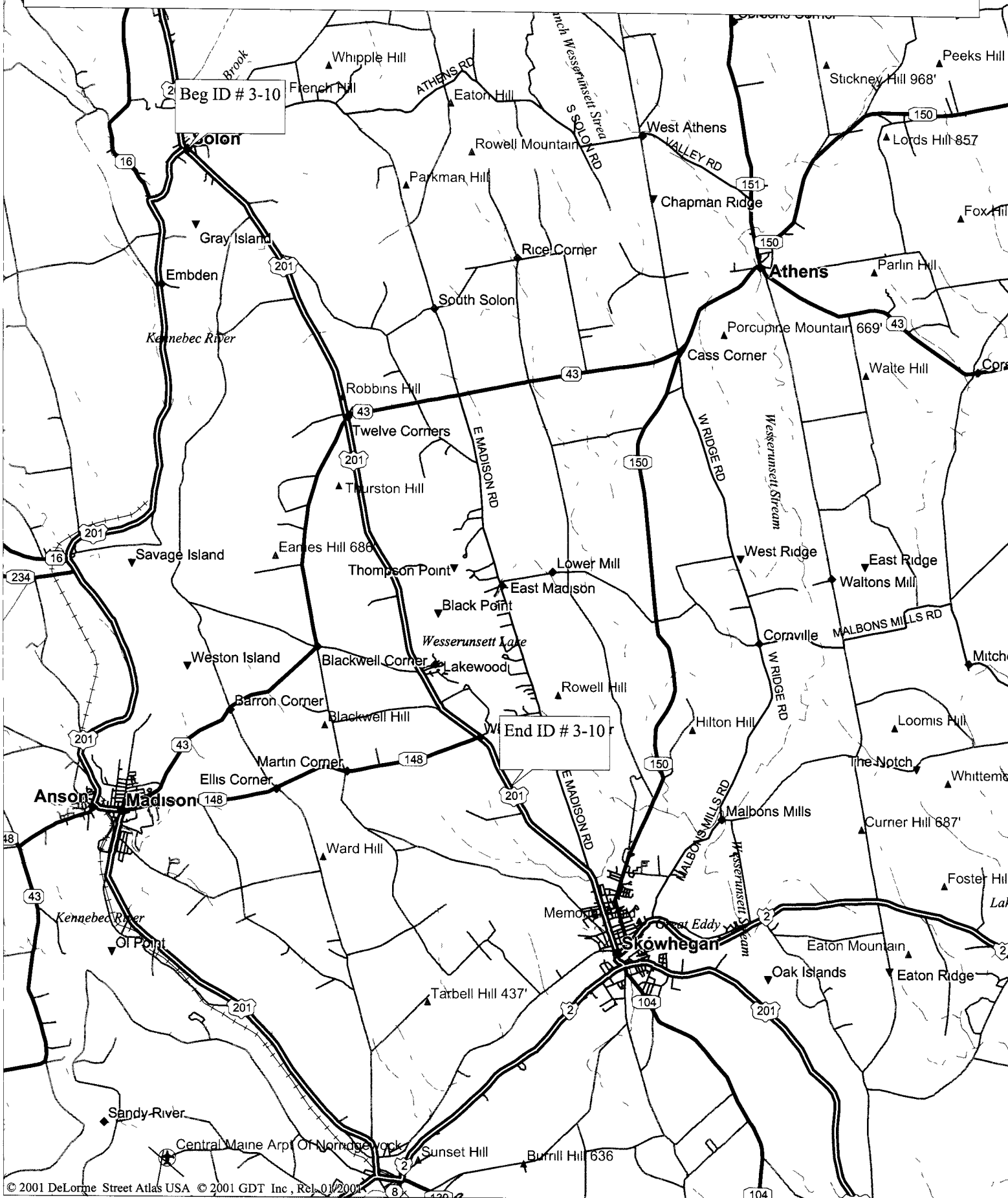
Farmington - Kingfield



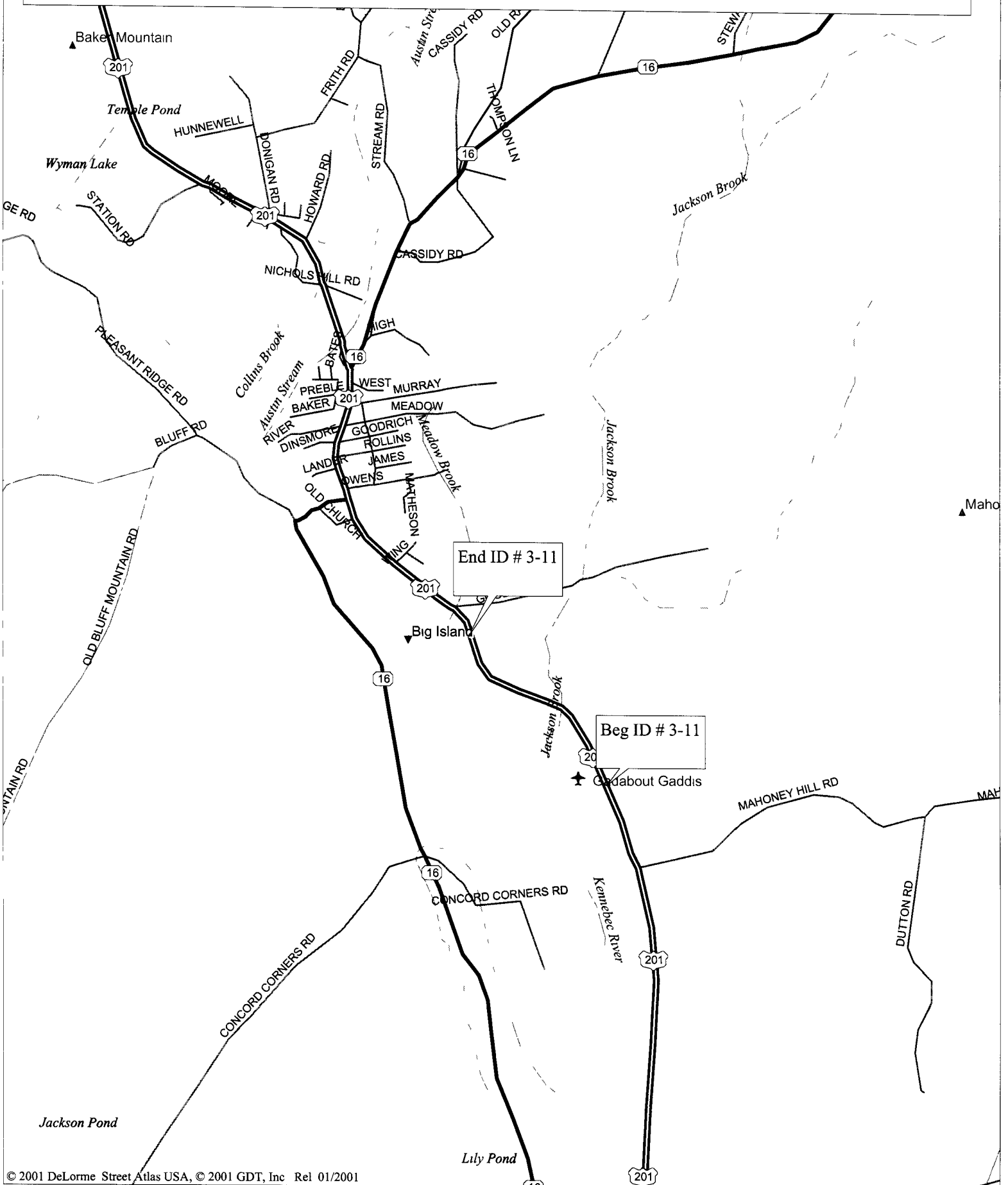
Jackman



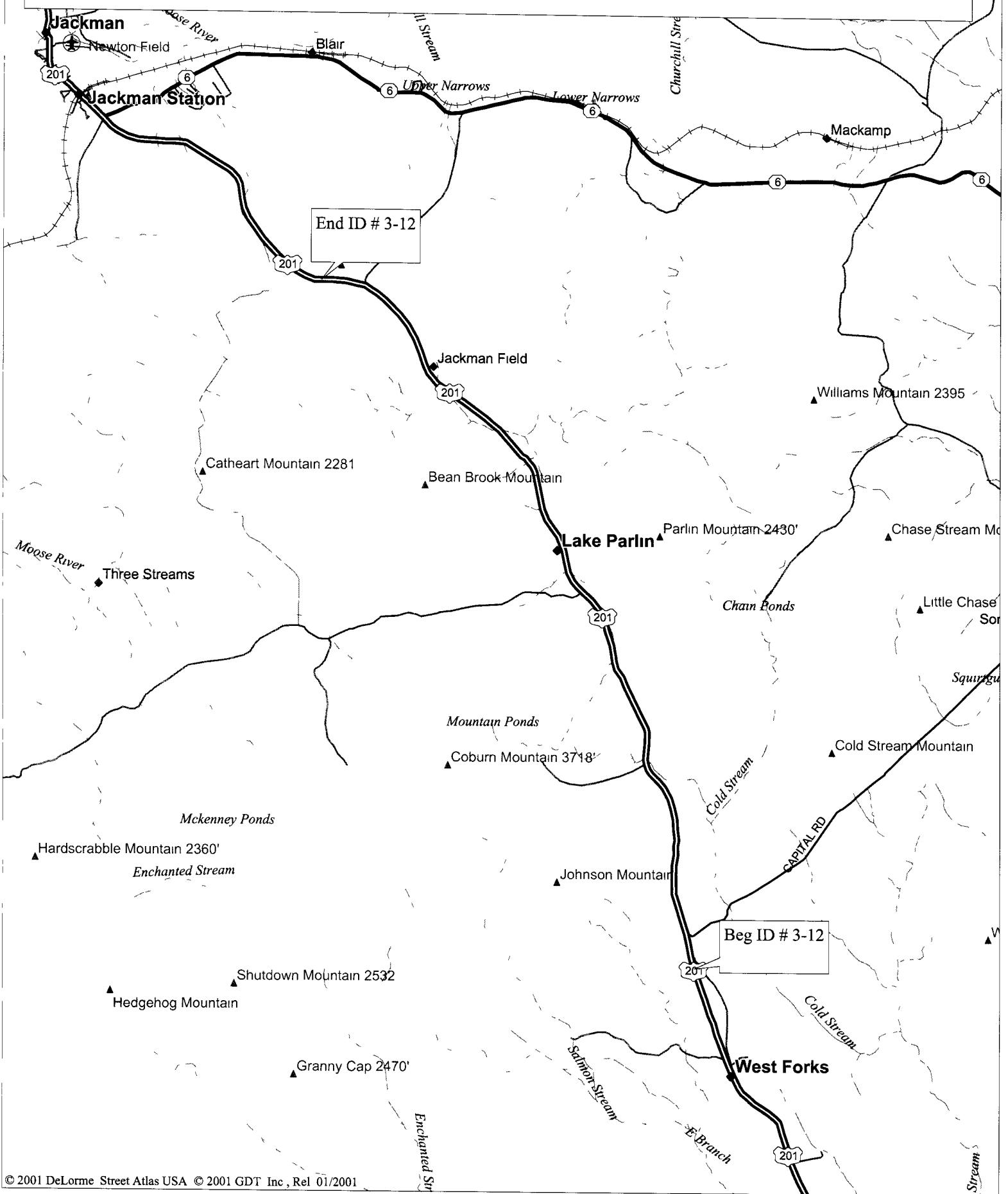
Solon - Madison



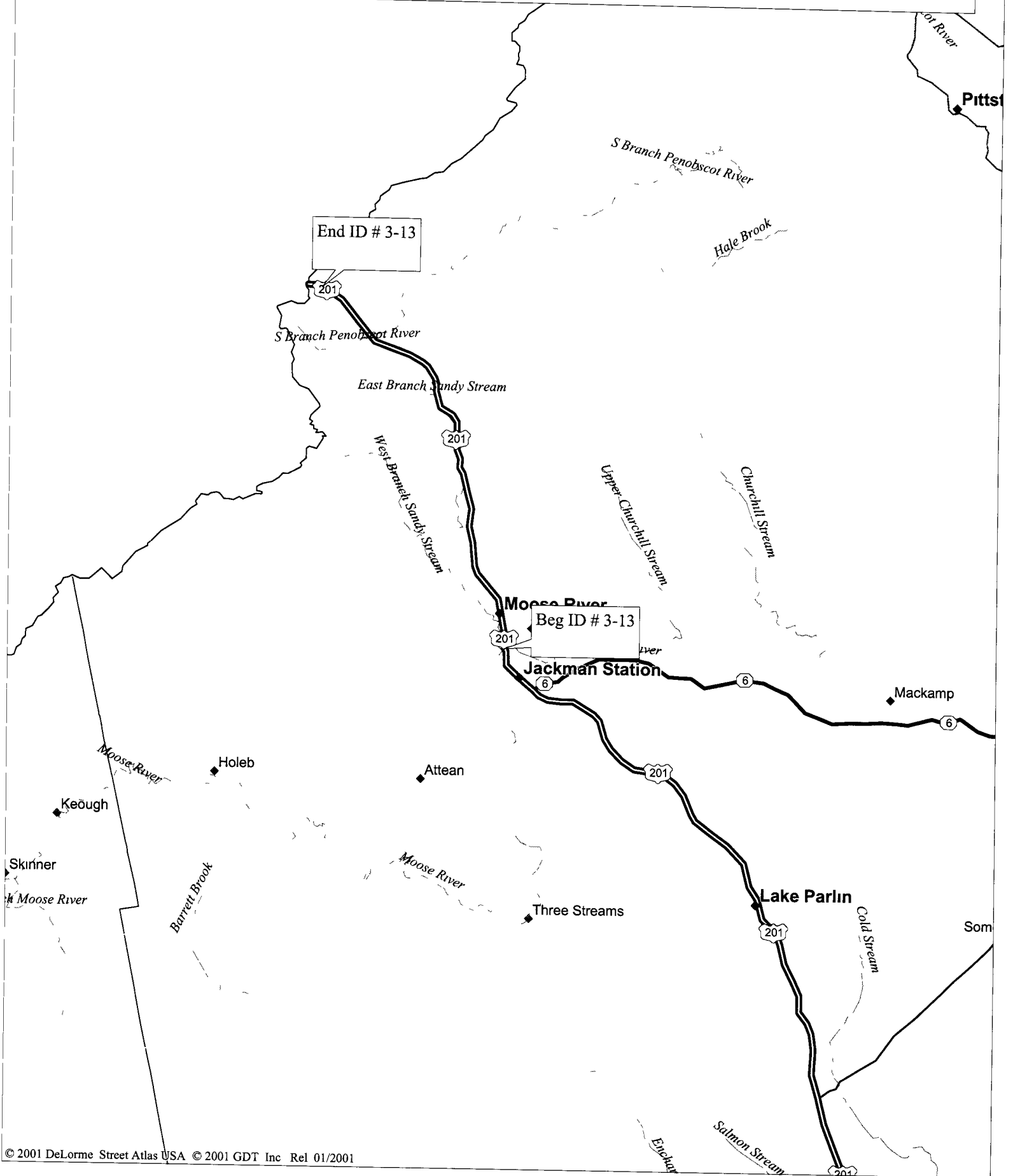
Bingham



West Forks - Jackman

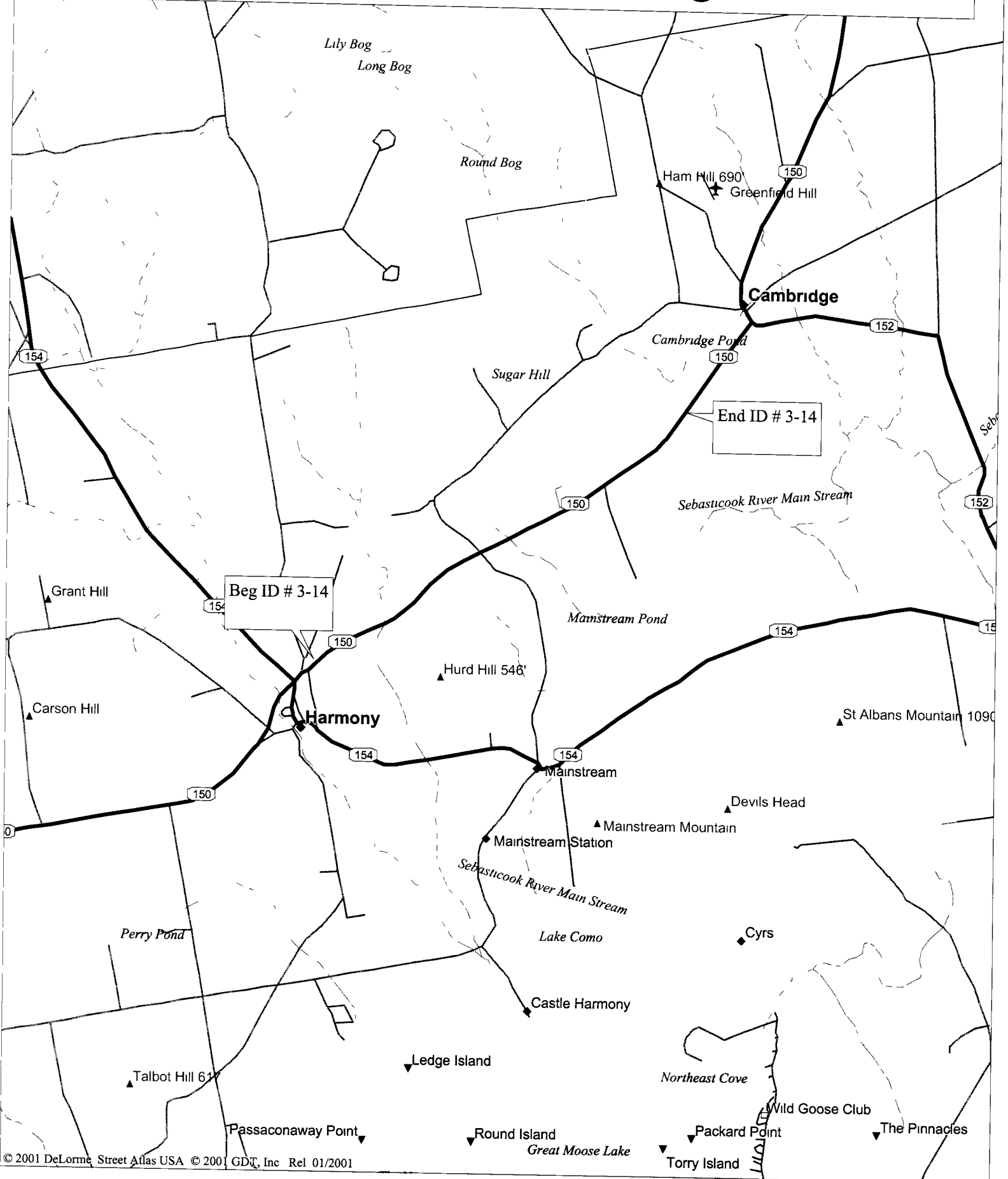


Jackman - Sandy Bay

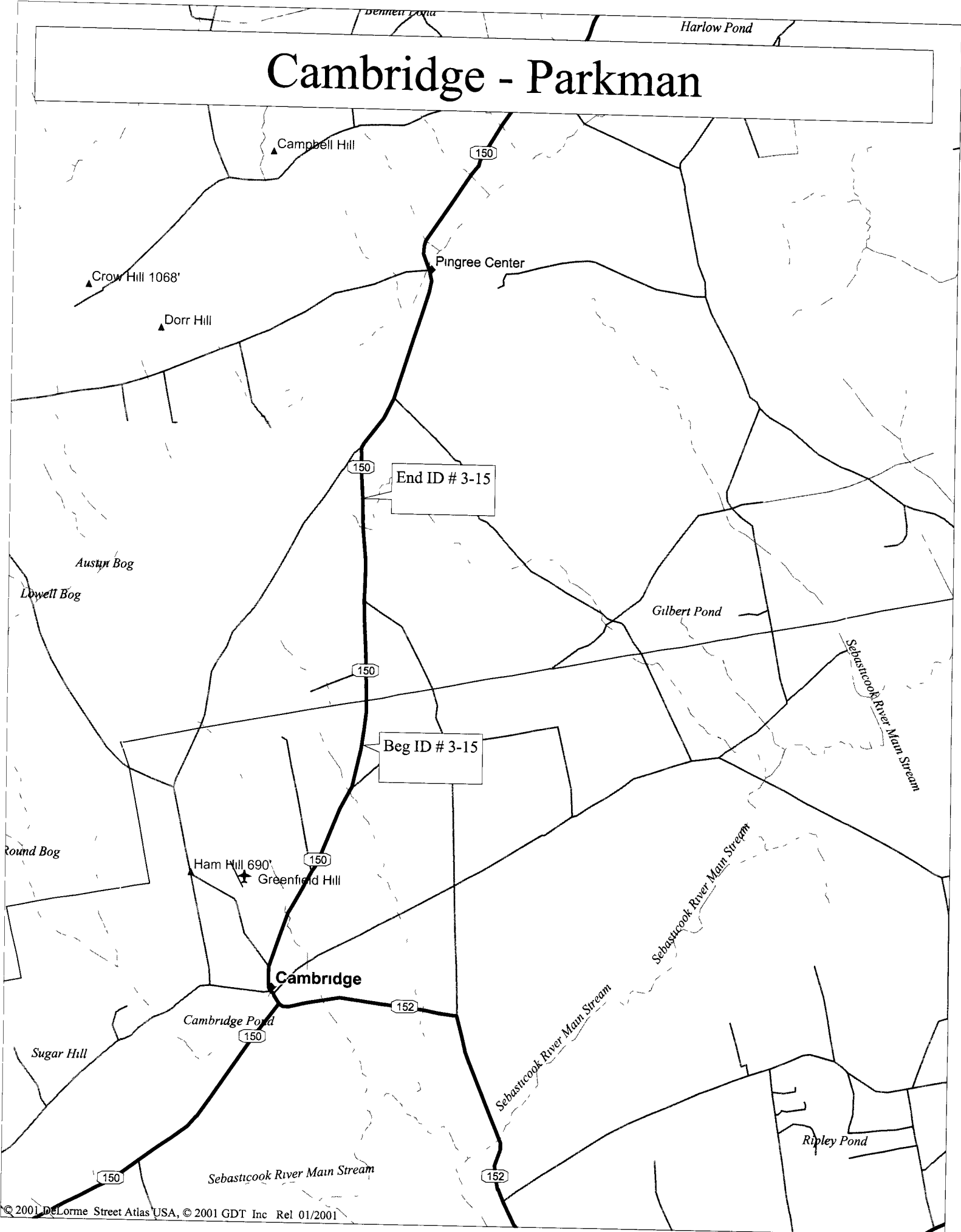


King Hill 1005'

Harmony - Cambridge



Cambridge - Parkman



Region 3

Crack Sealing 2004

Pin 11535.38

ID #	Rte. #	Town(s)	Description	Length
3-1	Rte. 4	Sandy River Plt. - Rangeley Plt. - Rangeley	Beginning 2.83 miles north of the Twp. E/Sandy River Plt. T.L. and Extending northerly 15.08 miles.	15.08 mi
3-2	Rte. 4	Farmington - Strong	Beginning 0.18 miles South of the Intersection of Rtes. 4 and 27 in Farmington and extending northerly 7.86 miles	7.86 mi
3-3	Rte. 4	Avon	From Strong/Avon T.L. and extending northerly 1.70 miles	1.70 mi
3-4	Rte. 16	Kingfield - Lexington - New Portland	From intersection of Rtes. 16 & 27 and extending easterly 9.13 miles to the New Portland/Embden T.L.	9.13 mi
3-5	Rte. 16	Lincoln Plt.- Adamstown	Beginning 1.20 miles north of the Lincoln Plt.-Adamstown T.L. and extending southerly 9.36 miles	9.36 mi
3-6	Rte. 17	Rangeley Plt.	Beginning 3.48 miles north of the Twp. D/Rangeley Plt. T.L. and extending northerly 3.09 miles	3.09 mi
3-7	Rte. 27	Wyman Twp. - Coplin Plt. - Eustis	Beginning at the Carrabassett Valley/Wyman Twp. T.L. and extending northerly 5.46 miles	5.46 mi.
3-8	Rte. 27	Farmington - New Vineyard - New Portland - Kingfield	Beginning at the intersection of Rtes. 4 & 27 in Farmington and extending northerly 19.42 miles	19.42 mi
3-9	Rte. 6	Jackman	Beginning 3.05 miles East of intersection of Rtes. 6 & 201 extending easterly 2.18 miles	2.18 mi
3-10	Rte. 201	Solon - Madison	Beginning at the Intersection of Rtes. 201 and 8 and extending southerly 11.51 miles	11.51 mi
3-11	Rte. 201	Bingham	Beginning 4.13 miles north of the Bingham/Solom T.L. and extending northerly 0.85 miles.	0.85 mi
3-12	Rte. 201	West Forks - Johnson Mtn - Parlin Pond- Jackman	Beginning 0.1 miles south of the West Forks/Johnson Mtn. T.L. and extending northerly 13.22 miles.	13.22 mi
3-13	Rte. 201	Jackman - Moose River - Dennistown - Sandy Bay	Beginning 0.29 miles south of the Moose River/Jackman. T.L. and extending northerly 14.28 miles.	14.28 mi
3-14	Rte. 150	Harmony - Cambridge	Beginning 3.65 miles north of the Athens/Harmony. T.L. and extending northerly 3.64 miles.	3.64 mi
3-15	Rte. 150	Cambridge - Parkman	Beginning 3.34 miles north of the Harmony/Cambridge T.L. and extending northerly 2.07 miles.	2.07 mi
Pin Total				118.85 mi

State of Maine
Department of Labor
Bureau of Labor Standards
Technical Services Division
Augusta, Maine 04333-0045
Telephone (207) 624-6445

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project ----- PIN 11535.20

Location of Project -- Multiple Locations in Androscoggin, Kennebec, Lincoln, Sagadahoc & Waldo Counties, Maine

**2004 Fair Minimum Wage Rates
Highway & Earthwork
Androscoggin, Kennebec, Lincoln, Sagadahoc & Waldo Counties**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$11.75	\$0.30	\$12.05	Laborer - Skilled	\$11.00	\$1.24	\$12.24
Backhoe Loader Operator	\$13.99	\$2.47	\$16.46	Loader Op, Front-End	\$13.00	\$2.31	\$15.31
Bulldozer Operator	\$15.00	\$3.07	\$18.07	Mechanic - Maintenance	\$14.00	\$2.39	\$16.39
Cement Mason/Finisher	\$16.23	\$2.35	\$18.58	Paver, Bituminous	\$13.38	\$2.53	\$15.91
Crusher Plant Operator	\$12.40	\$2.80	\$15.20	Pipelayer	\$11.63	\$0.85	\$12.48
Driller, Rock	\$13.25	\$2.60	\$15.85	Roller Operator, Earth	\$11.72	\$4.34	\$16.06
Electrician	\$19.00	\$3.17	\$22.17	Roller Operator, Pavement	\$14.58	\$6.40	\$20.98
Excavator Operator	\$14.50	\$2.01	\$16.51	Screed Operator	\$15.10	\$6.78	\$21.88
Flagger	\$9.75	\$1.81	\$11.56	Truck Driver, Light	\$10.00	\$2.33	\$12.33
Grader/Scraper Operator	\$16.11	\$6.40	\$22.51	Truck Driver, Medium	\$10.00	\$0.37	\$10.37
Hgway Wrkr/Guardrail Inst	\$12.00	\$2.40	\$14.40	Truck Driver, Heavy	\$11.00	\$1.12	\$12.12
Hot Top Plant Operator	\$13.75	\$4.39	\$18.14	Truck Driver, Tractor Trlr	\$12.20	\$2.79	\$14.99
Laborers/Helper/Tender	\$10.00	\$0.59	\$10.59	Truck Driver, Mixer, Cemnt	\$10.50	\$1.56	\$12.06

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

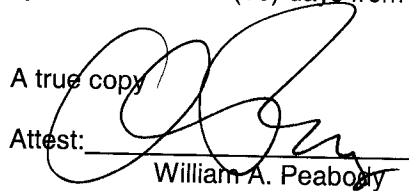
Determination No: HI-015-2004

Filing Date: March 15, 2004

Expiration Date: 12-31-2004

A true copy

Attest:


William A. Peabody
Director
Bureau of Labor Standards

State of Maine
Department of Labor
Bureau of Labor Standards
Technical Services Division
Augusta, Maine 04333-0045
Telephone (207) 624-6445

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project ----- PIN 11535.30

Location of Project -- Multiple Locations in Franklin, Oxford, Piscataquis & Somerset Counties, Maine

**2004 Fair Minimum Wage Rates
Highway & Earthwork
Franklin, Oxford, Piscataquis, and Somerset Counties**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$11.63	\$1.21	\$12.84	Laborer - Skilled	\$11.00	\$0.80	\$11.80
Backhoe Loader Operator	\$13.84	\$3.06	\$16.90	Loader Op, Front-End	\$13.50	\$2.72	\$16.22
Bulldozer Operator	\$15.50	\$3.10	\$18.60	Mechanic - Maintenance	\$15.00	\$2.40	\$17.40
Cement Mason/Finisher	\$15.96	\$2.37	\$18.33	Paver, Bituminous	\$14.00	\$0.92	\$14.92
Crusher Plant Operator	\$12.69	\$2.54	\$15.23	Pipelayer	\$11.88	\$1.25	\$13.13
Driller, Rock	\$13.63	\$2.55	\$16.18	Roller Operator, Earth	\$11.98	\$4.34	\$16.32
Electrician	\$19.00	\$3.17	\$22.17	Roller Operator, Pavement	\$16.00	\$6.40	\$22.40
Excavator Operator	\$14.75	\$1.69	\$16.44	Screed Operator	\$15.10	\$6.78	\$21.88
Flagger	\$9.84	\$0.58	\$10.42	Truck Driver, Light	\$11.28	\$4.37	\$15.65
Grader/Scraper Operator	\$16.11	\$3.90	\$20.01	Truck Driver, Medium	\$10.50	\$0.17	\$10.67
Hgway Wrkr/Guardrail Inst	\$12.00	\$1.94	\$13.94	Truck Driver, Heavy	\$11.00	\$1.16	\$12.16
Hot Top Plant Operator	\$16.00	\$5.30	\$21.30	Truck Driver, Tractor Trlr	\$12.33	\$3.03	\$15.36
Laborers/Helper/Tender	\$10.00	\$0.65	\$10.65	Truck Driver, Mixer, Cemnt	\$10.50	\$3.22	\$13.72

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.


Determination No: HI-016-2004

Filing Date: March 15, 2004

Expiration Date: 12-31-2004

A true copy

Attest:


William A. Peabody
Director
Bureau of Labor Standards

SPECIAL PROVISION
CONSTRUCTION AREA

Title 29A, M.R.S.A., Subsection 2383. Overlimit movement permits

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move non-divisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation.
2. Permit Fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for these permits, at not less than \$3, nor more than \$15, based on weight, height, length and width.
3. County and municipal permits. A permit may be granted, for a reasonable fee, by county commissioners or municipal officers for travel over a way or bridge maintained by that county or municipality.
4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.
5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.
6. Scope of permit. A permit is limited to the particular vehicle or object to be moved and particular ways and bridges.
7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The Permit:
 - A. Must be procured from the municipal officers for a construction area within that municipality;
 - B. May require the Contractor to be responsible for damage to ways used in the construction areas and may provide for:
 - (1) Withholding by the agency of the work of final payment under contract;
or
 - (2) The furnishing of a bond by the Contractor to guarantee suitable repair or payment of damages.
 - C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and
 - D. For construction areas, carries no fee and does not come within the scope of this section.
8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

- A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;
 - B. Municipal officers, for all other ways and bridges within that city and compact village limits; and
 - C. The county commissioners, for county roads and bridges located in unorganized territory.
9. Pilot vehicles and state police escorts. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

Warning lights may only be operated and lettering on the signs may only be visible on a pilot vehicle while it is escorting on a public way a vehicle with a permit.

The Secretary of State shall require a State Police escort for a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width. The Secretary of State, with the advice of the Commissioner of Transportation, may require vehicles of lesser dimensions to be escorted by the State Police.

The Bureau of State Police shall establish a fee for State Police escorts.

All fees collected must be used to defray the cost of services provided.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation for the operation of pilot vehicles.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes.

1993, c. 683, § S-2, eff. January 1, 1995.

Historical and Statutory Notes

Derivation:

R.S. 1954, c. 22 § 98
Laws 1955, c. 389
Laws 1967, c. 3.
Laws 1971, c. 593, § 22.
Laws 1973, c. 213.
Laws 1975, c. 130, §
Laws 1975, c. 319, § 2

Laws 1977, c. 73, § 5.
Laws 1981, c. 413.
Laws 1985, c. 225, § 1
Laws 1987, c. 52.
Laws 1987, 781, § 3.
Laws 1989, c. 866, § B-13.
Laws 1991, c. 388, § 8.
Laws 1993, c. 683, § A-1.
Former 29 M.R.S.A. § 2382.

Cross Reference

Collection by Secretary of State, See 29-A
M.R.S.A. § 154.

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering

Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.6.2 Contractor Provided Services

Change the first paragraph by the addition of the following as the second sentence: “The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work.”

SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: “This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content.”

Add the following to the beginning of paragraph 3 of A: “For pay factors based on Quality Level Analysis, and”

SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: “If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President’s Day, Patriot’s Day, the Friday after Thanksgiving, and Columbus Day without the Department’s approval.”

SPECIAL PROVISION SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words “...Delivered on or near the Work site at acceptable storage places.”

SPECIAL PROVISION SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

109.4.4 Investigation / Adjustment In the third sentence, delete the words “subsections (A) - (E)”

109.7.2 Basis of Payment Replace with the following: “Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3-Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased...”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

‘F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead.”

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; ‘Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.’”

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may”

SPECIAL PROVISION SECTION 504
REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

SPECIAL PROVISION SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

"Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09"

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

Organic Content

Percent by Volume

Humus

"5% - 10%", as determined by Ignition Test

SPECIAL PROVISION SECTION 618 SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SPECIAL PROVISION SECTION 652
MAINTENANCE OF TRAFFIC

652.8.2 Other Items Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

SPECIAL PROVISION SECTION 656
TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

SPECIAL PROVISION SECTION 703
AGGREGATES

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SPECIAL PROVISION SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABRIC

709.03 Steel Strand Change the second paragraph from "...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)..."

SPECIAL PROVISION SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

"712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps- ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible

signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and

circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SPECIAL PROVISION
SECTION 107
SCHEDULING OF WORK

Replace Section 107.4.2 with the following:

"107.4.2 Schedule of Work Required Within 21 Days of Contract Execution and before beginning any on-site activities, the Contractor shall provide the Department with its Schedule of Work. The Contractor shall plan the Work, including the activity of Subcontractors, vendors, and suppliers, such that all Work will be performed in Substantial Conformity with its Schedule of Work. The Schedule must include sufficient time for the Department to perform its functions as indicated in this Contract, including QA inspection and testing, approval of the Contractor's TCP, SEWPCP and QCP, and review of Working Drawings.

At a minimum, the Schedule of Work shall include a bar chart which shows the major Work activities, milestones, durations, and a timeline. Milestones to be included in the schedule include: (A) start of Work, (B) beginning and ending of planned Work suspensions, (C) Completion of Physical Work, and (D) Completion. If the Contractor Plans to Complete the Work before the specified Completion date, the Schedule shall so indicate.

Any restrictions that affect the Schedule of Work such as paving restrictions or In-Stream Work windows must be charted with the related activities to demonstrate that the Schedule of Work complies with the Contract.

The Department will review the Schedule of Work and provide comments to the Contractor within 20 days of receipt of the schedule. The Contractor will make the requested changes to the schedule and issue the finalized version to the Department."

Special Provision
Section 107
Prosecution and Progress
(Contract Time)

The contractor will be allowed to commence work anytime on or after May 10, 2004 provided that all required plans/submittals have been received and approved by the MDOT.

The contractor shall schedule the work so that work begins in the southerly sections and proceeds in a northerly direction for best weather conditions.

All work on Route 1 (ID # 2-1, 2-2, 2-3, 2-4) shall be completed by June 19, 2004. For every calendar day beyond this date that the work is not completed the contractor will be charged \$250.

A one (1) week notice will be required for any major changes to the schedule of work while a minimum 24 hour notice will be required for any minor changes. All changes are subject to the approval of the Resident.

The contractor will be limited to 2 (two) crews unless otherwise approved by the Resident.

The contractor will not be allowed to work on the following dates: July 2nd and 5th and September 3rd, 4th and 6th.

For every weekday not worked once operations commence, (excluding inclement weather days) the contractor will be charged Supplemental Liquidated Damages at the rate stated in the Standard Specifications per day. Work operations may be suspended without incurring Liquidated Damages but such suspensions of work must be so stated in the schedule of work and be a minimum of one (1) work week.

The completion date for this contract is September 18, 2004.

SPECIAL PROVISION
SECTION 424
ASPHALT RUBBER CRACK SEALER

Description This work shall consist of the furnishing and placement of crack sealing material in the cracks of existing bituminous concrete pavement in accordance with these Special Provisions. Placement shall consist of 1) crack cleaning and drying, 2) material preparation and application, 3) material finishing and shaping and 4) barrier material and application.

Materials Asphalt Rubber Crack Sealer shall be an asphalt and rubber compound designed especially for improving the strength and performance of the base asphalt cement. Hot pour rubber crack sealant material shall conform to ASTM D-3405.

CONSTRUCTION REQUIREMENTS

Weather Asphalt Rubber Crack Sealer shall not be applied on a wet surface, after sunset or before sunrise, or when the atmospheric temperature is below 10°C [50°F] in a shaded area at the job site, or when weather conditions are otherwise unfavorable to proper construction procedures.

Equipment Equipment used in the performance of the work shall be subject to the Resident's or authorized representative's approval and shall be maintained in a satisfactory working condition at all times.

(a) Air Compressor: Air compressors shall be portable and capable of furnishing not less than 3 m³ [4 yd³] of air per minute at not less than 620 kPa [90 psi] pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.

(b) Sweeper: Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning pavements shall be used to remove debris, dirt, and dust from the cracks.

(c) Hot Air Lance: Should operate with propane and compressed air in combination at 1100°C - 1650°C [2000°F - 3000°F], exit air heated at 310 m/s [1000 ft/s]. The lance should draw propane from no smaller than a 45 Kg [100 lb] tank using separate hoses for propane and air draw. The hoses shall be wrapped together with reflectorized wrap to keep them together and to protect workers in low light situations.

(d) Hand Tools: Shall consist of V-shaped squeegee, brooms, shovels, metal bars with chisel shaped ends, and any other tools which may be satisfactorily used to accomplish this work.

(e) Melting Kettle: The unit used to melt the joint sealing compound shall be a double boiler, indirect fired type. The space between inner and outer shells shall be filled with a suitable heat transfer oil or substitute having a flash point of not less than 320°C [608°F]. The kettle shall be equipped with a satisfactory means of agitating and mixing the joint sealer at all times. This may

be accomplished by continuous stirring with mechanically operated paddles and/or a continuous circulating gear pump attached to the heating unit. The kettle must be equipped with thermostatic control calibrated between 94°C [200°F] and 290°C [550°F].

Preparations of Cracks All cracks greater than 5 mm [$\frac{1}{4}$ in] shall be blown free of loose material, dirt, vegetation, and other debris by high pressure air. Material removed from the crack shall be removed from the pavement surface by means of a power sweeper or appropriate hand tools as required. Cracks showing evidence of vegetation after being blown out shall be additionally cleaned by appropriate hand tools and additionally blown out. All cracks must be blown and heated via the hot air lance 10 minutes prior to the crack being sealed. Distance between the hot air lance and the crack sealing unit should be no more than 15 m [50 ft] to eliminate reinvasion of water, debris, and other incompressibles. All debris, vegetation, and water shall be removed to enhance adhesion of the crack sealing material. THIS WORK SHALL NOT BE DONE IN INCLEMENT WEATHER.

Preparation and Placement of Sealer The rubber crack sealer material shall be heated and applied at the temperature specified by the manufacturer and approved by the Resident or authorized representative. Any material that has been heated above the manufacturer's specification shall not be used. Material that is reheated or held at temperature for an extended period of time may be used as allowed by the manufacturer's specification and approval of the Resident or authorized representative. The Contractor shall provide the Resident or authorized representative with a suitable device for verifying the sealant temperature in the kettle and at the application site.

Any over application or spills are to be removed to the satisfaction of the Resident or authorized representative. Any sealed areas with damaged or contaminated sealer or visible voids are to be removed, prepared and resealed.

Sealer shall be delivered to the crack while the cracks are still hot from the hot air lance preparation through a pressure hose line and applicator shoe. The shoe width and the sealer overbanding area shall vary from 50 mm - 100 mm [2 in - 4 in] depending on the severity of the cracks. The applicator shall be followed by a V-shaped squeegee to minimize the thickness of the overband. Any loose material on the surface or in the crack, which may contaminate the crack sealer or impede bonding of the sealant to the pavement, is to be removed by hand tools prior to crack filling. No crack filling material shall be applied in a crack that is wet or where frost, snow, or ice is present. The ambient air temperature must be 10°C [50°F] or higher.

If the sealed area is to be opened to traffic immediately, a barrier material such as Glenzoi or an equivalent approved by the Resident shall be provided by the Contractor and shall be applied to the crack sealer to prevent pickup as directed by the Resident or authorized representative.

Quality of Work Excess of spilled sealer shall be removed from the pavement by approved methods and discarded. Any quality of Work determined to be below normal acceptable standards will not be accepted, and will be corrected and/or replaced as directed by the Resident or authorized representative.

Method of Measurement Asphalt Rubber Crack Sealer will be measured by the kilogram (pound) of sealant used. The manufacturer's weights of the sealant will be accepted as the basis for measurement.

Basis of Payment. The accepted quantity of Asphalt Rubber Crack Sealer will be paid for at the contract unit price per kilogram [pound] complete in place. This price shall be full compensation for furnishing and placing crack sealer, including cleaning cracks and furnishing and placing barrier materials if necessary.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
424.323 Asphalt Rubber Crack Sealer, Applied	Kilogram [Pound]

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

652.7 Method of Measurement. This entire Subsection is revised to read:

Traffic Control Supervisor, furnishing, installation, and maintenance of all traffic control devices **including flaggers** will be measured as one **lump sum** for all work authorized and performed.

652.8 Basis of Payment. This entire Subsection is revised to read:

Traffic Control will be paid for at the contract **lump sum** price. Payment will be full compensation for the Traffic Control Supervisor, flaggers, approach signs, work area signs, drums, cones, panel markers, barricades, arrow boards etc. and maintenance thereof including the setting up and taking down of lane closures as many times as necessary shall be considered part of the lump sum price.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

The Lump Sum will be payable in installments as follows: 5% of the Lump Sum once the approach signing is complete and approved, with the 95% balance to be paid as the work progresses at a rate proportional to the percentage completion of the Contract.

Failure by the contractor to follow the Contracts 652 Special Provisions and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a reduction in payment, computed by reducing The Lump Sum Total by 5% per occurrence. The Departments Resident Engineer or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

All other requirements under the Standard Specifications Section 652 will be a part of the lump sum item.

There will be no extra payment for this pay item after the expiration of contract time.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.39 Work Zone Traffic Control	Lump Sum

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches Approach signing shall include the following signs as a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

Road Work Next x Miles
Road Work 500 Feet
End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

Road Work xxxx¹
One Lane Road Ahead
Flagger Sign

Other typical signs include:

Be Prepared to Stop
Low Shoulder
Bump
Pavement Ends

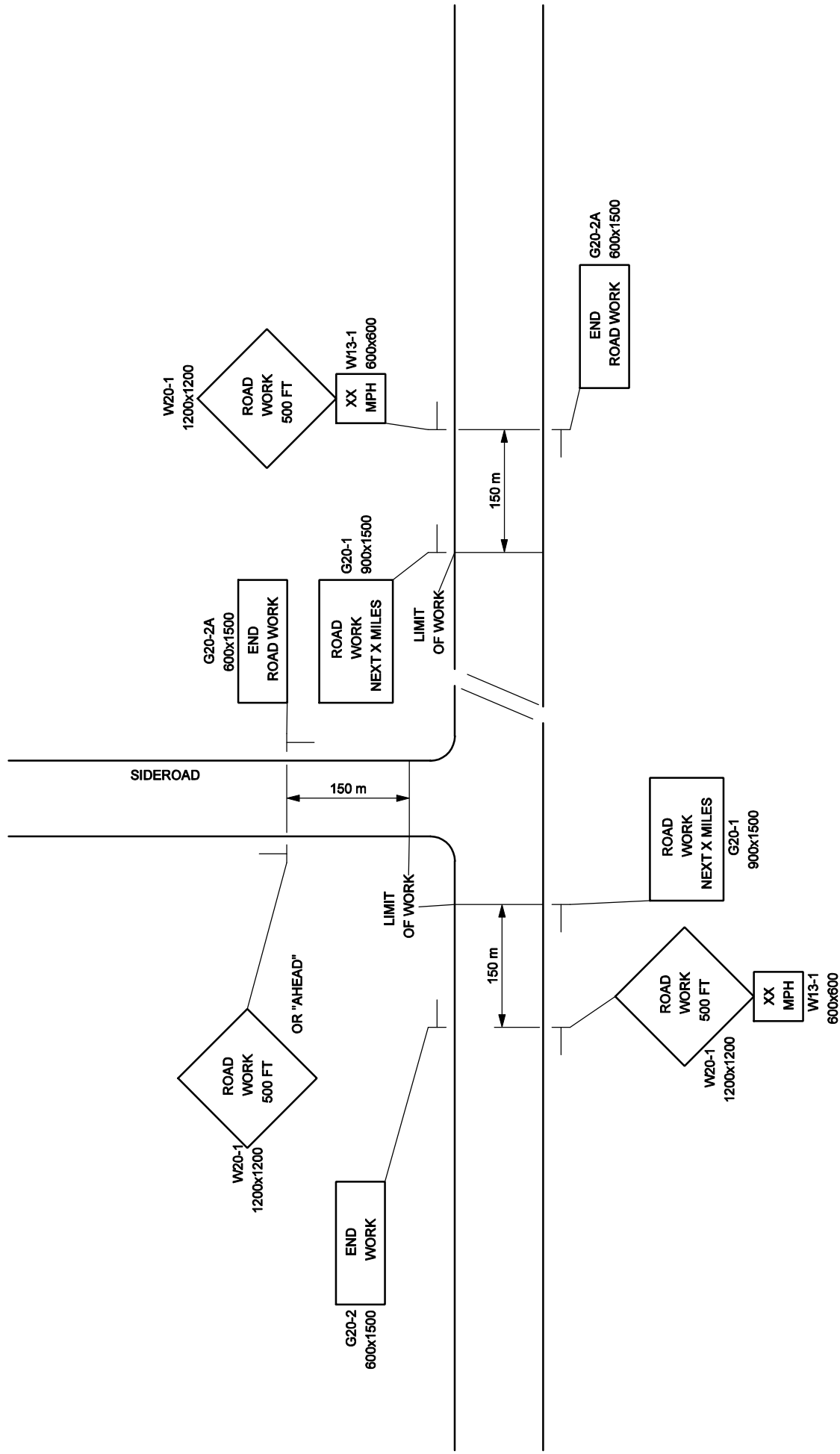
The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

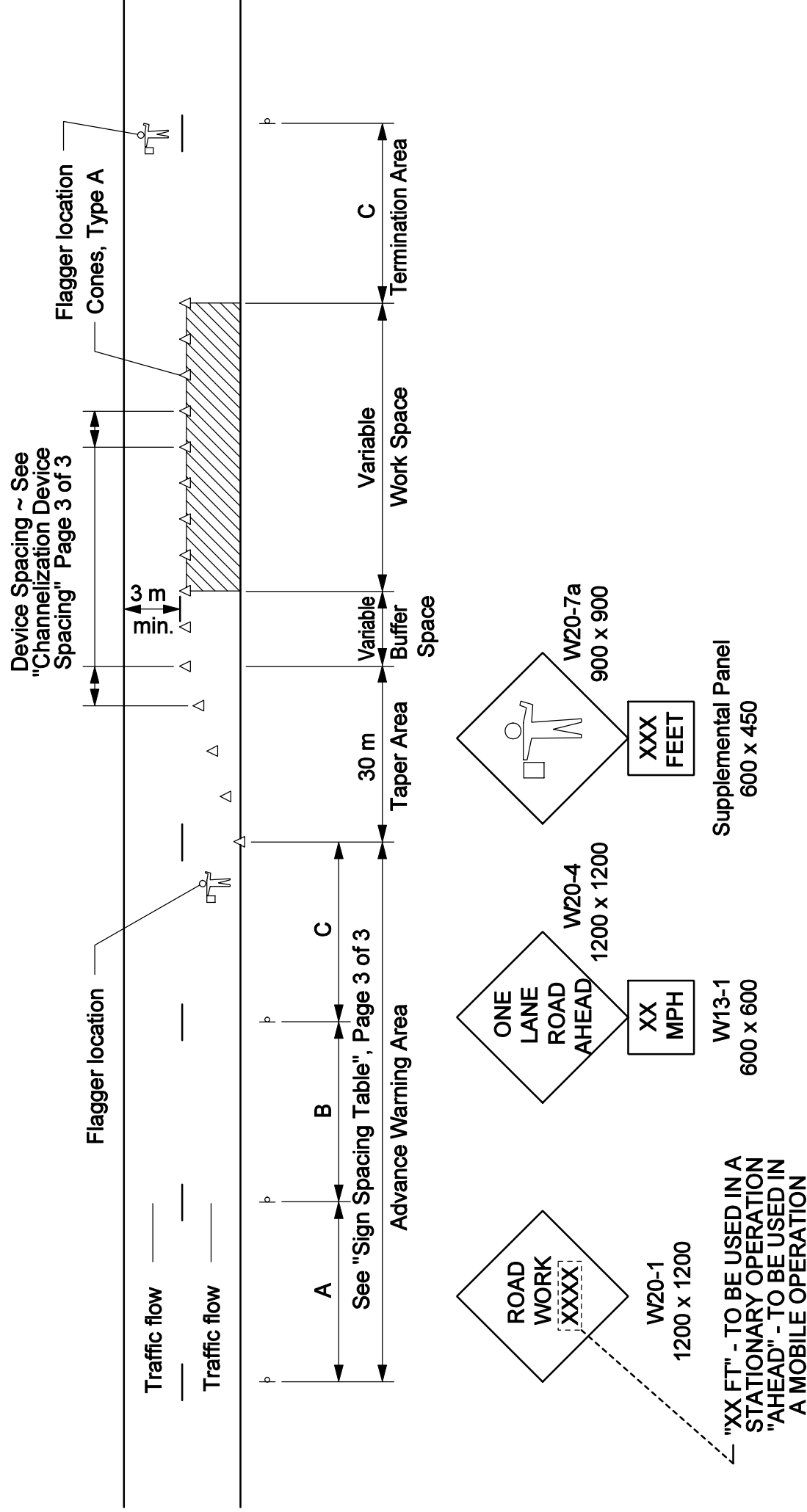
Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

Failure to apply a temporary centerline daily will result in suspension of paving until temporary markers are applied to all previously placed pavement.

¹ "Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.



TYPICAL -- PROJECT APPROACH SIGNING -- TWO WAY TRAFFIC



TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60} \quad (L = \frac{WS^2}{155})$$

For speed limits of 45 mph (70 km/h) or greater:

$$L = WS \quad (L = \frac{WS}{1.6})$$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

SPECIAL PROVISION
SECTION 659
MOBILIZATION
(Bid Limit)

The maximum allowable bid for Item 659.10 Mobilization will not be greater than 5% of the total contract amount.